



Public Comment

SIGN IN SHEET

May 19, 2015 ~ ~ ~ 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



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PLEASE PRINT

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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

STATE OF SOUTH CAROLINA
OCONEE COUNTY
PROCLAMATION P2015-06

A PROCLAMATION FOR NATIONAL SAFE BOATING WEEK

WHEREAS, on average, 700 people die each year in boating-related accidents in the U.S.; approximately 70% of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past and deserve a fresh look by today's boating public.

THEREFORE, we the Oconee County Council do hereby support the goals of the North American Safe Boating Campaign and proclaim May 16-22, 2015, as National Safe Boating Week and the start of the year-round effort to promote safe boating.

APPROVED AND ADOPTED this 19th day of May, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall
Chairman of County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to Council
Oconee County, South Carolina

How to Organize Your Community:

- Identify the **NEEDS** and **GOALS** of your community.
- Establish **PRIORITIES** by importance and by timing.
- Develop **CONFIDENCE** and goodwill within your group.
- Find **RESOURCES** (money, people, and materials).
- Take **ACTION** to accomplish goals.
- Evaluate **EFFORTS** (for future use).



HOW TO CONTACT THE COMMISSION:

You may call us at:

(803) 737-7800 or
Toll Free 1-800-521-0725 (in state)
Fax: (803) 253-4191

Monday through Friday
From 8:30 a.m. to 5:00 p.m.

Web Address:
www.schac.sc.gov

Email Address:
Information@schac.state.sc.us

Street Address:
South Carolina
Human Affairs Commission
1026 Sumter Street, Suite 101
Columbia, South Carolina 29240-4490



WHERE DO WE BEGIN WITH GOOD COMMUNITY RELATIONS IN SOUTH CAROLINA?



AT THE SOUTH CAROLINA HUMAN AFFAIRS COMMISSION

Raymond Buxton, II
Commissioner

Community Relations -- Shared Values and Common Interest

COMMUNITY RELATIONS

The Community Relations Division was created to encourage local resolution of problems and to foster better community relations throughout the state. This unit uses conferences, conciliation and persuasion to bring together cross-sections of people to resolve disputes involving discrimination in police relations, education, business practices, public accommodations, and other non-employment or non-housing issues.

Community Relations:

- ◆ Serves as a resource for South Carolinians to seek solutions to problems encountered due to social or institutionalized practices that have a divisive impact.
- ◆ Investigates complaints rising from alleged violations of the Equal Employment and Privileges to Public Accommodations Act and any other allegations of discrimination occurring in sectors other than employment or housing.

The South Carolina Human Affairs Commission has worked to link state government to community groups by assisting in the establishment of or the continued operation of existing Community Relations Councils. Upon request from an existing council or committee, Community Relations will send members of its staff to offer support, technical assistance, and resources. The staff advises councils on identifying problems, setting priorities in program planning and development, and developing funding processes for community projects.

What is a Community Relations Council?

A Community Relations Council is a formal organization consisting of voluntary representatives of all major interests, organized on a permanent basis to work together for common purposes. An effective council is also able to identify and act on potential problems.

Does Your Community Need A Community Relations Council?

- ◆ Are there problems in your community that citizens and organizations can study and recommend strategies for the prevention of a future crisis and the promotion of good relations?
- ◆ Is there a need for housing, employment, education, transportation or health service?
- ◆ Is there an available conciliatory body for resolving tension and conflict in an emergency or crisis situation?

Community Relations is responsible for eight program areas:

- (1) Establishing and consulting with local Community Relations Councils;
- (2) Processing of non-employment complaints;
- (3) Coordination of activities with the U. S. Department of Education, Office of Civil Rights;
- (4) Federal Highway Administration Survey;
- (5) South Carolina Project Notification and Review System (A-95 Process);
- (6) South Carolina Emergency Preparedness programs;
- (7) Technical assistance and referrals; and
- (8) Enforcement of the South Carolina Equal Employment of and Privileges to Public Accommodations Law.

The Community Relations Division conducts investigations under the Investigative Process of Section 1-13-90(e) & Public Accommodations. Additionally, the division receives and reviews all requests for federal funding/loans, environmental impact reports, and highway projects through the S.C. Project Notification & Review System to ensure South Carolina guidelines are met.

Investigative Process of Section 1-13-90(e) & Public Accommodations:

Section 1-13-90(e) non-employment discrimination complaints may be filed on the basis of race, color, religion, age, sex, national origin or disability. The statutory limitation for filing a complaint is (180) one hundred eighty days.

Public accommodations discrimination complaints may be filed on the basis of race, color, religion, or national origin. The statutory limitation for filing a complaint is (180) one hundred eighty days. The types of businesses covered include the following: inns, hotels, motels, restaurants, hospitals, clinics, theaters, concert halls, billiard parlors, barrooms, golf courses, sports arenas, stadiums, or other places of amusement, exhibition, recreation, or entertainment.

Serving all of South Carolina



HOW TO CONTACT THE COMMISSION

You may make an appointment or walk-in.

Monday—Friday

8:30 am—5:00 pm

Call: (803) 737-7800 or (800) 521-0725

Fax: (803) 737-7835

Web Address: www.schac.sc.gov

Email Address: Information@schac.state.sc.us

Our Address is:

1026 Sumter Street, Suite 101 (29201)

Post Office Box 4490

Columbia, SC 29240

The mission of the South Carolina Human Affairs Commission is to eliminate and prevent unlawful discrimination in: employment on the basis of race, color, national origin, religion, sex, age or disability; housing on the basis of race, color, national origin, religion, sex, familial status or disability; and public accommodations on the basis of race, color, national origin or religion.

We also seek to promote harmony, understanding, and mutual respect among all the residents of South Carolina.



SCAN BELOW TO VISIT OUR WEBPAGE



Raymond Buxton, II
Commissioner

EQUAL OPPORTUNITY

HUMAN AFFAIRS COMMISSION

OPEN THE DOORS TO

SOUTH CAROLINA

SOUTH CAROLINA HUMAN AFFAIRS COMMISSION

PUBLIC

ACCOMMODATIONS

Discrimination complaints for public accommodations may be filed on the basis of:

race, color, religion, or national origin.

Types of businesses covered:

hotels, restaurants, hospitals, sports arenas, other places of amusement, exhibition, recreation, or entertainment.

To file a public accommodations complaint:

⇒ *file within 180 days of the date of the alleged violation.*

NON-EMPLOYMENT

COMPLAINTS/90(e)

Non-employment discrimination complaints may be filed on the basis of race, color, religion, age, sex, national origin, or disability. They must be filed within 180 days of the date of the alleged violation.

EMPLOYMENT DISCRIMINATION

It is against the law to discriminate in employment on the basis of:

race, color, religion, age (age 40 & above), sex, national origin, or disability.

How to file an employment complaint:

⇒ *File with SCHAC within 300 days of the date of the alleged violation.*

⇒ *If the matter is covered under the law, SCHAC will write a complaint which must be signed and notarized by the complainant.*

Investigator will attempt to negotiate a settlement as the case is investigated.

HOUSING DISCRIMINATION

It is against the law to discriminate in housing on the basis of:

race, color, religion, sex, national origin, physical or mental disability, or familial status (families with children under the age 18).

The law is applicable to the sale, rental, and financing of residential housing. Dwellings covered include: *apartments, houses, mobile homes, vacant residential lots, beach rentals, nursing homes, group homes, seasonal facilities such as housing for migrant workers.*

To file a housing complaint:

⇒ *File with SCHAC within 180 days of the date of the alleged violation, or file with HUD within one year.*

⇒ *If the matter is covered under the law, SCHAC will write a complaint which must be signed and notarized by the complainant.*

Investigator will attempt to conciliate as the case is investigated.

MEDIATION

Mediation is offered in employment, housing, and public accommodations.

It is a process in which the parties, assisted by the mediator, try to reach a decision to resolve the dispute.

COMMUNITY

RELATIONS

The Community Relations Division promotes harmony and fosters goodwill, mutual understanding and respect among the residents of South Carolina. It works through Community Relations Councils. If you would like to serve on a Community Relations Council in your county, please contact SCHAC for further information.

TECHNICAL SERVICES

Technical Services monitors the affirmative action plans and programs of state agencies.

TRAINING

Training is offered in diversity, employment law, and housing law.

News Articles

Beaufort County looks to establish human relations council

Posted: November 11, 2014 - 10:46am

By SCOTT THOMPSON

843-815-0800, Ext. 13 scott.thompson@blufftontoday.com

Beaufort County is moving forward with plans to establish a community or human relations council that will work to resolve disputes and promote harmonious relationships between its citizens.

At its meeting on Monday, County Council unanimously approved a resolution declaring its willingness to plan, organize and implement a human relations council, which would be overseen by the South Carolina Human Affairs Commission.

The council's bylaws, charter and membership will be determined at a later date.

The Human Affairs Commission was created by the S.C. General Assembly in 1972 to encourage the fair treatment and to eliminate and prevent unlawful discrimination of all citizens, according to its website.

The commission strives to combat and eliminate discrimination based on race, religion, color, sex, age, national origin and disability through various state and federal laws. It also seeks to establish human relations councils in every county throughout the state.

Council's community services committee has discussed the possible creation of such a council throughout the past year and recommended last month that a resolution be passed.

Deputy county administrator and county attorney Josh Gruber said a human relations council could be privately created and accredited by the state commission by at least 15 county citizens agreeing to serve. It also could be publicly established by council, which would appoint community leaders from each of its municipalities and unincorporated areas.

Several County Council members and county officials have said a publicly-endorsed body would be the preferred option.

"I believe the message of what we're trying to do will be stronger and more potent if a government body supports it," Councilman Bill McBride said at the Oct. 27 community services committee meeting.

Jasper County Community Relations Council hopes to foster goodwill

Posted: January 25, 2015 - 1:24am

By GENELLE B. WILLIAMS

~~Jasper County Sun~~

The Jasper County Community Relations Council, a diversity awareness committee that aims to prevent and eliminate discrimination in the county, is making headway.

Nine of the 10 nominated members have completed the six-week training program, which covers diversity outreach, employment law, housing discrimination and more.

If all members complete training by the end of the month, a certification ceremony will take place at the beginning of February, allowing the council to go public with responding to residents' concerns.

The committee is put on through the state Human Affairs Commission.

Council chairwoman Pamela Williams said things are going very well.

"As a matter of fact, one of our committees, the bylaws committee, we're writing the bylaws and we'll bring them to the next meeting," Williams said. "So we're moving forward. We have a lot of good people on the committee."

Those members are: Williams, Mary Ann Rowell, Elmetta White, John Carroll, Vicky Roberts, Nancy Warren, Annette Fields, Melinda Stanley, the Rev. Jackie Chavers and George Simpson.

Jasper County Council members each nominated two people to be on the committee in hopes of creating a diverse and effective team.

The council is broken down into six sub-committees: Finance, bylaws, school/education, public relations, special events and legal.

"We're looking for someone from the Latino community so that we can truly be diverse," Williams said. "Judge Nancy Gutierrez at the municipal court in Hardeeville said she is going to help us in the search for someone in the Latino community who might be interested. We've also contacted La Isla and a local Spanish-speaking radio station."

Right now, the committee is comprised of African-American and white members, but they say they eventually hope to also represent Indian and Asian communities.

SAMPLE RESOLUTIONS FROM
HAMPTON COUNTY
AND
MCCORMICK COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

RESOLUTION R-2013-009

WHEREAS, the South Carolina Human Affairs Law under Section 1-13-70 empowers the South Carolina Human Affairs Commission with authority "to create or recognize such advisory agencies, local, regional or statewide, as will aid in effectuating the purposes of the law, " and;

WHEREAS, any group of civic minded citizens with concern for the development and well-being of the community can set in motion the necessary plans for creating a Community/Human Relations Council; and


WHEREAS, a Community/Human Relations Council in Hampton County can help the community to resolve problems related to discrimination based on race, sex, age, national origin, religion, disability or color; and

WHEREAS, a county legally organized and locally sponsored can work quickly and quietly to resolve local disputes and to promote good and harmonious relationships between the diverse citizens; and

NOW, THEREFOR, BE IT RESOLVED, that we, the undersigned, do declare our willingness to take steps to plan, organize and implement such a Community/Human Relations Council in Hampton County.

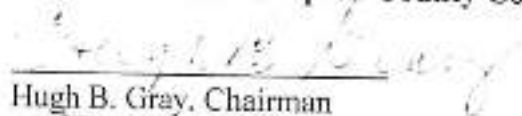
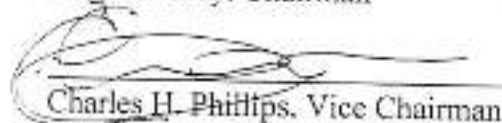
ADOPTED this 7th day of October, 2013.

Attested by:

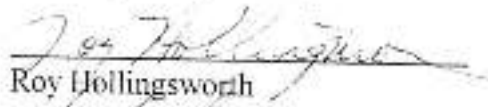
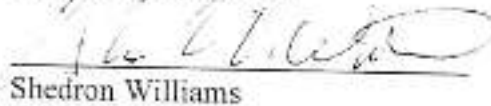


Aline Newton, Clerk to Council

Members of the Hampton County Council:


Hugh B. Gray, Chairman
Charles H. Phillips, Vice Chairman

Christopher B. Haulsee


Roy Hollingsworth
Shedron Williams

STATE OF SOUTH CAROLINA)
)
COUNTY OF MCCORMICK)

RESOLUTION 06-13

2013 NOV 21 PM 12:14

WHEREAS, the South Carolina Human Affairs Law under Section 1-13-70 empowers the SC Human Affairs Commission with authority "to create or recognize such advisory agencies, local, regional or statewide, as will aid in effectuating the purpose of the law; and

WHEREAS, any group of civic minded citizens with concern for the development and well-being of the community can set in motion the necessary plans for creating Community/Human Relations Council; and

WHEREAS, a Community/Human Relations Council in McCormick County can help the community to resolve problems related to discrimination based on race, sex, age, national origin, religion, disability or color; and

WHEREAS, a council legally organized and locally sponsored can work quickly and quietly to resolve local disputes and to promote good and harmonious relationships between the diverse citizens; and

NOW, THEREFORE, be it resolved, we the undersigned do declare our willingness to take steps to plan, organize and implement such a Community/Human Relations Council in McCormick County.

ADOPTED this 19th day of November, 2013.

MCCORMICK COUNTY COUNCIL

BY: Charles Jennings
Charles Jennings, Chairman

ATTEST:

Crystal B. Barnes
Crystal B. Barnes, Clerk to Council



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: May 19, 2015 6:00 p.m.**

Ordinance 2015-06 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND **CASTO SOUTHEAST REALTY SERVICES, LLC** OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THIS MATTER; AND OTHER MATTERS RELATING THERETO"

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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None

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 5, 2015
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

Public Hearing & Third and Final Reading of Ordinance 2015-06 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THIS MATTER; AND OTHER MATTERS RELATING THERETO."

BACKGROUND DESCRIPTION:

The company involved is Casto Realty Services. The location of this economic development project is at the former DeFore Milliken Plant property on the corner of SC Hwy 123 and SC Hwy 93. In late 2013, NewSpring Church bought this roughly 60 acre tract. They have since sold roughly 42.6 acres to Casto and will retain 17.1 acres for their use. This Casto Tract will be taxed and will encompass somewhere between 275,000-350,000 square feet of commercial (both retail and restaurants) space. This acreage fronts SC Hwy 123 and SC Hwy 93. It is estimated by the developer that this project will result in a total capital investment of between \$35,000,000 and \$45,000,000. It will also result in 300-400 new jobs for the County once full build-out has occurred.

Ordinance 2015-06 does the following: establishes an agreed upon "fee-in-lieu" (FILOT) tax agreement between the County and the Company, includes establishment of an infrastructure improvement credit between the Company and the County, commits the County to contribute a certain amount to sewer infrastructure improvements associated to the project, it places the property into a multi-county industrial park (MCIP) and establishes an intergovernmental agreement that includes the City of Seneca.

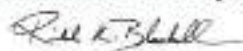
The agreement also spells out that the Company agrees to incorporate a "rustic elegance" aesthetic feel at the Project site, having done so; the Company shall submit building plans to the County prior to or upon completion of such building or Phase which reflect compliance with the standards set forth in the agreement. If determination is made by either party that it does not encompass the correct aesthetics, then the Company and the County agree that all annual additional infrastructure improvement credits payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or \$30,000,000, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards.

The Company agrees to use some of these type features in their development: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood.

STAFF RECOMMENDATION [Brief Statement]:

It is the staff's recommendation that Council approve Ordinance 2015-06 on third and final reading.

Submitted or Prepared By:



Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Hartwell Village

Seneca/Clemson, South Carolina

SITE PLAN



Inspired ideas. Integrated real estate solutions.

Tenant names, building sizes and shopping center configuration are subject to change.

Cost/Benefit Analysis
Project Fountain
Oconee County

Project Data

New Building (Construction)	\$	24,000,000
Existing Building	\$	-
Land Cost	\$	6,200,000
Equipment (Less Pollution Cor	\$	-
Employees		300
Avg. Hourly Wage	\$	10.00
Avg. Salary	\$	20,000
Total Direct Payroll	\$	6,000,000

Project Multipliers

Income		1.37
Investment -- Construction		1.33
Investment -- Machinery		0.20

Employment Impacts

Employment -- Direct		300
Employment -- Indirect		83
<u>Total Employment Impact</u>		<u>383</u>

Net Costs	Year 1	15-Year NPV
Local	\$ 495,534	\$ 2,451,147
<u>Total State & Local Costs</u>	<u>\$ 495,534</u>	<u>\$ 2,451,147</u>
 Net Benefits		
Local	\$ 487,866	\$ 7,539,505
Local Economy	\$ 27,608,000	\$ 36,229,479
<u>Total Local Benefits</u>	<u>\$ 28,095,866</u>	<u>\$ 43,768,984</u>

	<u>Year 1</u>	<u>15-Year NPV</u>
Local Government Costs		
Fee-in-Lieu of Property Taxes	\$ -	\$ 219,149
MCP Split	\$ 3,834	\$ 38,241
Special Source	\$ 191,700	\$ 1,912,066
Gov't Services	\$ -	\$ -
Education Costs	\$ -	\$ -
Site Acquisition	\$ -	\$ -
Site Preparation	\$ -	\$ -
Site Utilities	\$ 300,000	\$ 281,690
Special Infrastructure	\$ -	\$ -
Equipment / Machinery	\$ -	\$ -
Special Development Financing	\$ -	\$ -
Consulting/ Special Studies	\$ -	\$ -
Waived Fees / Permits	\$ -	\$ -
Streamlined Approvals	\$ -	\$ -
Total Value of Costs	\$ 495,534	\$ 2,451,147
Local Government Benefits		
Taxes from existing building	\$ -	\$ -
Direct Property Taxes	\$ 383,400	\$ 3,824,133
New Residential Prop. Taxes		
Single family - (Owner occupied)	\$ -	\$ -
Single Family - (Rental)	\$ -	\$ -
Multi-family (Rental)	\$ -	\$ -
Prop. Taxes from New Autos	\$ -	\$ -
LOST from Const. Materials	\$ -	\$ -
LOST from Increase Retail Sales	\$ -	\$ -
LOST from Operational Supplies	\$ -	\$ -
Public Utilities	\$ 600,000	\$ 6,166,519
Total Value of Benefits	\$ 983,400	\$ 9,990,652
Net Local Benefits	\$ 487,866	\$ 7,539,505
Local Benefit/Cost Ratio	1:1	3:1
Local Economy Benefits		
Total Private Sector Benefits	\$ 27,608,000	\$ 36,229,479

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
ORDINANCE 2015- 06**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any business to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Casto Southeast Realty Services, LLC, a Florida limited liability company (referred to hereinafter as the "Company"), has requested the County to participate in executing a fee agreement (the "Fee Agreement") pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain real property and improvements, machinery, equipment, fixtures and furnishings for the purpose of the operation by the Company and its affiliates of certain commercial and business facilities in the County (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the Project is expected to involve at least \$2,500,000 of investment in real and personal property, all within the fifth year after the year of execution of the Fee Agreement referred to herein; and

WHEREAS, under the authority granted to the County pursuant to Article VIII, Section 13(d) of the Constitution of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina of 1976, as amended, the County and another South Carolina county or counties contiguous to the County are authorized to enter into an agreement for the development of a joint

county industrial or business park (the "Park Agreement") and to thereafter develop the industrial and business park described in the Park Agreement (a "Park"); and

WHEREAS, the County, acting through the County Council, is also authorized by Section 4-1-175, Section 4-29-68, and Section 12-44-70 of the South Carolina Code of Laws, 1976, as amended (collectively, the "Infrastructure Act") to provide infrastructure improvement credits (the "Infrastructure Credits"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170, Code of Laws of South Carolina, 1976, as amended and Section 12-44-50 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding infrastructure, land and improvements to real property as defined in Section 4-29-68(A)(2) and Section 12-44-70(B) of the Infrastructure Act in order to induce the Company to proceed with the Project in the County; and

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County is authorized by Sections 4-9-30 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, to enter into the joint administration of the exercise of powers, as authorized by Section 13 of Article VIII of the South Carolina Constitution with any incorporated municipality and desires to enter into an Intergovernmental Agreement with the City of Seneca (the "City") for the upgrade of certain municipal utility services serving the general area in which the Project will be located (the "Intergovernmental Agreement"), thereby helping provide such utility services for the Project; and

WHEREAS, after due consideration the County has determined that placing the real property on which the Project will be located into a Park through execution and delivery of a Park Agreement with Pickens County and entering into a Fee Agreement providing for a fee in lieu of tax ("FILOT") arrangement and granting certain Infrastructure Credits with respect to the Project, and entering into the Intergovernmental Agreement with the City will further the purposes and objectives of the Act and the Infrastructure Act; and

WHEREAS, it appears that the instruments above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL IN MEETING DULY ASSEMBLED:

Section 1. Pursuant to the Act, and based on information provided by the Company, the County Council has made and hereby makes the following findings:

(a) By providing improved or expanded commercial capabilities for the Company and improvements to the sewer system, roads and other infrastructure in the area in which the Project is to be located, the Project will subserve the purposes of the Act by promoting economic development in the County and in the State of South Carolina and are proper governmental and public purposes.

(b) Inasmuch as the Project, upon completion, will provide additional employment within the County and will enhance the productivity and general economic viability of the Company, the Project is anticipated to benefit the general public welfare of the County by providing employment, increased tax base and other public benefits.

(c) The Project will constitute a “project” as said term is referred to and defined in the Act and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.

(d) The Project will not give rise to a pecuniary liability of the County or to any charge against its general credit or taxing power.

(e) The benefits of the Project will be greater than the costs.

Section 2. The form of the Fee Agreement providing for the FILOT arrangement and certain Infrastructure Credits with respect to the Project, and the Intergovernmental Agreement with the City and the Park Agreement with Pickens County in substantially the form as submitted herewith, are approved. The County is hereby authorized and directed to recover the full costs of the infrastructure which it provides for the Project through the Infrastructure Credits or through the Intergovernmental Agreement, directly, from the FILOT payments for the Project in the Park, or indirectly, by reimbursement from the Company from the Infrastructure Credits, through the Fee Agreement, and to restore those recovered funds to the County fund from which they were taken for such use, in the first place.

Section 3. The Chairman of County Council is hereby authorized and directed to execute and deliver the Fee Agreement and the Intergovernmental Agreement and the Park Agreement on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, his execution being conclusive evidence of such approval; and the Clerk of the County Council is hereby directed and authorized to attest the same.

Section 4. The Chairman of County Council and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required in order to carry out, give effect to, and consummate the transactions contemplated by the Fee Agreement and the Intergovernmental Agreement and the Park Agreement.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. This Ordinance shall become effective immediately upon third reading by the Council.

Section 7. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 8. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

(signature page follows)

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

First reading: January 20, 2015
Second reading: May 5, 2015
Public hearing: May 19, 2015
Third reading: May 19, 2015

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

I, the undersigned Clerk to Oconee County Council, State and County aforesaid, do hereby certify as follows:

1. The foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted upon third reading by the Oconee County Council at a duly called meeting on May 19, 2015.

2. The reading schedule shown on the attached Ordinance is true and correct; all three readings were accomplished at duly called meetings of the County Council; and the public hearing with respect thereto was conducted.

3. The original of the attached Ordinance is duly entered in the permanent records of minutes of meetings of the Oconee County Council which are in my custody as Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Oconee County on this 19th day of May, 2015.

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

[SEAL]

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

CASTO OCONEE, LLC

Dated as of _____, 2015

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FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of _____, 2015, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and CASTO OCONEE, LLC (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a South Carolina limited liability company.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with business entities meeting the requirements of such Act which identifies certain property of such business entities as economic development property to induce such businesses to locate in the State and to encourage businesses now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to an Inducement and Millage Rate Agreement dated as of _____, 2014 (the "Inducement Agreement") between the County and the Company's predecessor in interest, Casto Southeast Realty Services, LLC, which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the "Inducement Resolution"), the County has agreed to provide certain benefits to the Company to induce it to establish a commercial and business facility

located within the County, which would consist of the acquisition, purchase, construction and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$2,500,000, all within the Investment Period (as defined herein), which is sufficient to qualify the Project for certain benefits provided by the Act.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Ordinance adopted on _____, 2015 (the “Ordinance”), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a commercial enterprise and the property comprising the Project as economic development property under the Act, and provides certain benefits to the Company pursuant to the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

Additional Infrastructure Rebates:

“Additional Infrastructure Rebates” shall mean the rebates to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

Chairman:

“Chairman” shall mean the Chairman of the County Council of Oconee County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

Company:

“Company” shall mean Casto Oconee, LLC, a South Carolina limited liability company, and its subsidiaries, affiliates and permitted successors and assigns.

County:

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Council:

“County Council” shall mean the Oconee County Council, the governing body of the County.

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of property pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a

condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local

statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such

additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Inducement Agreement:

“Inducement Agreement” shall mean the Agreement entered into between the County and the Company dated as of _____, 2014 which was authorized by the Inducement Resolution.

Inducement Resolution:

“Inducement Resolution” shall mean the Resolution of the County Council adopted on December 2, 2014, authorizing the County to enter into the Inducement Agreement with regard to the Project.

Infrastructure Act:

“Infrastructure Act” shall mean, collectively, Title 4, Chapter 1, Section 4-29-68 and Section 12-44-70 of the Code, and all future acts supplemental thereto or amendatory thereof.

Infrastructure Payments:

“Infrastructure Payments” shall mean the payment to the County from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County in connection with the Project, pursuant to Section 4.2(a) hereof.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2015 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the Park Revenues retained by the County (including taxing entities therein) during the Qualifying Period under the Park Agreement.

Park:

“Park” means that certain Joint County Industrial Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park expected to be entered into between the County and Pickens County, South Carolina, or any other adjoining South Carolina county.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Phase:

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project December 31 of the year which is thirty years after December 31 of the year in which each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used by

the Company or its tenants for its commercial facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c) of this Fee Agreement;

or (c) components or Phases or portions thereof which are removed pursuant to the expiration or earlier termination of any lease with a tenant located at the Project.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

State:

“State” shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County’s Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County’s willingness to enter into this Agreement and to offer economic development incentives for the Project.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate

restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a commercial shopping center and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of renting and selling commercial and retail space to businesses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments, the Infrastructure Payments and the Additional Infrastructure Rebates authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to invest at least \$2,500,000 at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such enhancements and acknowledges that the Company’s ability to receive the benefits of the negotiated Fee Payments and the Infrastructure Payments and the Additional Infrastructure Rebates for the Project are

conditioned upon approval by the County of such final plans and specifications, which approval shall not be unreasonably withheld, and the construction and completion of the Project in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, purchase, construction and/or installation of certain land, improvements to

buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act to the extent that it qualifies as such under the Act and this Agreement. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South

Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act and will provide copies of all such notifications to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the “Fee Payments”) to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a “minimum investment” as defined under the Act, the County and the Company have negotiated the amount of the Fee Payments in accordance therewith. In accordance therewith, the Company shall make Fee Payments on all real and personal property which comprises the Project and is placed in service during the Investment Period for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make Fee Payments for a period of thirty (30) years with respect to each Phase of the Project placed in service on each December 31 through the end of the Investment Period, said payments to be made annually for a period of thirty (30) years and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual Fee Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arm’s-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair

market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter.

Step 3: During the first five years after the initial Phase of the Project is placed in service using the greater of (i) the millage rate applicable to the Project site on June 30, 2014 (which the parties understand to be 215 mills) or (ii) the millage rate applicable to the Project site for the year in which the initial Phase of the Projects is placed in service, determine the amount of the Fee Payments which would be due in each of the first five years on the payment dates prescribed by the County for such payments.

Step 4: Upon the expiration of the first five year period in Step 3 and upon the expiration of each five year period thereafter until the Phase Termination Date, the millage rate shall be adjusted to the average cumulative actual millage rate then applicable to the Project site during the immediately preceding five year period in order to determine the amount of the Fee Payments which would be due in each of the immediately following five years on the payment dates prescribed by the County for such payments.

Step 5: Combine the annual payment for each Phase of the Project to determine the total annual Fee Payment to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 31, 2015, the cost or fair market value of the calendar year 2015 Phase of the Project is determined to be \$10,000,000 and 90% thereof, or \$9,000,000, is real property and the remainder, or \$1,000,000, is personal property, the millage rate is 215 mills, the annual depreciation rate on personal property is eleven

(11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual Fee Payments due hereunder for the first five years thereafter would be as follows: \$127,581 ($\$9,890,000 \times 6\% \times 215$ mills) for the first year; \$126,162 ($\$9,780,000 \times 6\% \times 215$ mills) for the second year; \$124,743 ($\$9,670,000 \times 6\% \times 215$ mills) for the third year; \$123,324 ($\$9,560,000 \times 6\% \times 215$ mills) for the fourth year; and \$121,905 ($\$9,450,000 \times 6\% \times 215$ mills) for the fifth year.

Continuing this illustration, if the average cumulative actual millage rate applicable to the Project site during the first five years after the 2015 Phase of the Project was placed into service was 230 mills, then the payment for the sixth year would be \$128,892 ($\$9,340,000 \times 6\% \times 230$ mills). The next four years of payments would be calculated in the same manner. The illustration assumes the real property value remains unchanged, but it is subject to periodic reassessment by the County.

Continuing this illustration, the Company would make its first Fee Payment for the 2015 Phase of the Project of \$127,581 by January 15, 2017 in order to avoid the application of any penalty. The Company would continue to make the annual Fee Payments for such 2015 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes and would make its last payment, which would be assessed as of December 31, 2044, without penalty by January 15, 2046.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum Fee Payment applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the Fee Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been economic development property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which Fee Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of Fee Payments made by the Company with respect to the Project pursuant to the terms hereof.

(c) In the event that the Company has not invested at least Two Million Five Hundred Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, then the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, within ninety (90) days after the end of the Investment Period, the Company shall

pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over (ii) the total amount of Fee Payments actually made by the Company (taking into account any Infrastructure Credits received) with respect to the Project for tax years through and including the last year of the Investment Period (the “Deficiency Payment”). The Deficiency Payment is subject to interest being added, in accordance with the Act.

Section 4.2 Infrastructure Payments

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, the County is agreeing to contribute \$300,000 toward the cost of the Infrastructure relating to the upgrade of the sewer system, including a new lift station, serving the Project and the immediate area. Once the initial Phase of the Project is placed in service, the County will be reimbursed for its contributions to such Infrastructure by being paid an annual Infrastructure Payment pursuant to the Infrastructure Act equal to ten percent (10%) of the annual Net Fee Payments up to a cumulative maximum total of \$300,000. The County has included or will include the Company’s Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the Infrastructure Payment to be paid to the County as described herein. The Infrastructure Payment will be payable exclusively from Net Fee Payments the County receives

and retains under the Park Agreement. The agreement for the Infrastructure Payments shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b) (i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, based upon the Company's payment for Infrastructure consisting of \$600,000 toward the sewer system upgrade described in Section 4.2(a) above and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, the County agrees to grant and pay to the Company an annual Additional Infrastructure Rebate pursuant to the Infrastructure Act equal to fifty percent (50%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of \$2,400,000 plus a cumulative non-compounded return thereon of four percent (4%) per annum. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the County to grant the Additional Infrastructure Rebates to the Company as described herein. The Additional Infrastructure Rebates will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Additional Infrastructure

Rebates shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (ii) The Additional Infrastructure Rebates shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements, and (2) the amount of total investment in the Project, which shall be at least \$5,000,000 in order to qualify for any Additional Infrastructure Rebates hereunder. In addition to the foregoing certifications, in order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(f) hereof with respect to the construction of any specific building within the Project or a particular Phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or Phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or Phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Additional Infrastructure Rebates payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or \$30,000,000, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the

Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Additional Infrastructure Rebates to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

- (iii) The standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property, for single story buildings and the first floor of multi-story buildings which facades face a public street (collectively, the “Public Facades”) will require that such facades include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, as the County and the Company may reasonably agree in writing, at the time: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required,

but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Additional Infrastructure Rebates.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Infrastructure Payments or the Additional Infrastructure Rebates and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE INFRASTRUCTURE PAYMENTS AND ADDITIONAL INFRASTRUCTURE REBATES AS SHALL BECOME DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE PAYMENTS OR REBATES.

Section 4.3 Filings with the County

(a) At the same time that the Company files its annual property tax return

(Form PT-100 or PT-300 or similar form) with the South Carolina Department of Revenue, the Company shall furnish to the County on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-100 or PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) At the time of its filings pursuant to Section 4.3(a) above, during each year of the Investment Period, the Company shall provide written certification to the Oconee County Administrator and Oconee County Auditor of the items referred to in part (B) of the penultimate sentence of Section 4.2(b) hereof.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject in all events to the provisions of Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been

made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject, always, to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 Damage or Destruction of Project.

(a) **Election to Terminate.** In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) **Election to Rebuild.** In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as

may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or, subject to Section 4.5 hereof; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or, subject to Section 4.5 hereof; (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees and agents (collectively, as previously identified, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel

reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval and administration of this Agreement, including, without limitation, attorneys' fees.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act, or any successor provision. To the extent permitted by said Section 12-44-120, no consent of the County to such assignment or leasing shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;
- (b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;
- (c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement, including all terms and provisions thereof; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If either party shall default under any of the provisions of this Fee Agreement and the other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of such other party contained herein, the defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments and related make-whole payments to the County required hereunder shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments and such make-whole payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County Attorney
The McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

AS TO THE COMPANY:

Casto Oconee, LLC
c/o Casto Southeast Realty Services, LLC
5391 Lakewood Remch Boulevard, Suite 100
Sarasota, FL 34240
Attention: Brett Hutchens, President

WITH A COPY TO:

Casto Oconee, LLC
c/o Casto
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: General Counsel

and WITH A COPY TO:

Smith Moore Leatherwood LLP
Post Office Box 87
Greenville, SC 29602
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of Oconee County
Council
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse, Clerk to Oconee
County Council
Oconee County, South Carolina

CASTO OCONEE, LLC

By: _____
Its: Operating Manager

STATE OF SOUTH CAROLINA) INTERGOVERNMENTAL
) AGREEMENT
 COUNTY OF OCONEE)
)
 CITY OF SENECA) AN INTERGOVERNMENTAL
) AGREEMENT BETWEEN
) OCONEE COUNTY, SOUTH CAROLINA
) AND THE CITY OF SENECA,
) SOUTH CAROLINA, PERTAINING
) TO THE CREATION OF A JOINT
) COUNTY INDUSTRIAL AND
) BUSINESS PARK WITHIN OCONEE
) COUNTY AND THE CITY OF
) SENECA (CASTO OCONEE, LLC)

WHEREAS, Oconee County, South Carolina (the “County”), acting by and through its County Council (the “County Council”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to acquire, or cause to be acquired, properties and to enter into agreements with any business to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Casto Oconee, LLC, a South Carolina limited liability company (referred to hereinafter as the “Company”), has requested the County to participate in executing a fee agreement (the “Fee Agreement”) pursuant to the Act for the purpose of authorizing and of acquiring, by purchase and construction and installation of, certain real property and improvements, machinery, equipment, fixtures and furnishings for the purpose of the operation by the Company and its affiliates of certain commercial and business facilities in the County (the “Project”), all as more fully set forth in the Fee Agreement; and

WHEREAS, the Project is expected to involve in excess of \$30,000,000 of investment in real and personal property, all within the fifth year after the year of execution of the Fee Agreement referred to herein; and

WHEREAS, under the authority granted to the County pursuant to Article VIII, Section 13(d) of the Constitution of South Carolina and Section 4-1-170 of the Code of Laws of South Carolina of 1976, as amended, the County and another South Carolina county or counties contiguous to the County are authorized to enter into an agreement for the development of a joint

county industrial or business park (the "Park Agreement") and to thereafter develop the industrial and business park described in the Park Agreement (a "Park"); and

WHEREAS, the County, acting through the County Council, is also authorized by Section 4-1-175, Section 4-29-68, and Section 12-44-70 of the South Carolina Code of Laws, 1976, as amended (collectively, the "Infrastructure Act") to provide infrastructure improvement credits (the "Infrastructure Credits"), secured by and based solely on revenues of the County from payments in lieu of taxes pursuant to Section 4-1-170, Code of Laws of South Carolina, 1976, as amended and Section 12-44-50 of the Act, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving, or expanding infrastructure, land and improvements to real property as defined in Section 4-29-68(A)(2) and Section 12-44-70(B) of the Infrastructure Act in order to induce the Company to proceed with the Project in the County; and

WHEREAS, based upon the information supplied by the Company, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County is authorized by Sections 4-9-30 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, to enter into the joint administration of the exercise of powers, as authorized by Section 13 of Article VIII of the South Carolina Constitution with any incorporated municipality and desires to enter into an Intergovernmental Agreement with the City of Seneca (the "City") for the upgrade of certain municipal utility services serving the general area in which the Project will be located (the "Intergovernmental Agreement"), thereby helping provide such utility services for the Project, for that entire part of the County, and for the City's use in providing utility services to the Company and the Project; and

WHEREAS, after due consideration the County has determined that placing the real property on which the Project will be located into a Park through execution and delivery of a Park Agreement with Pickens County and entering into a Fee Agreement providing for a fee in lieu of tax ("FILOT") arrangement and granting certain Infrastructure Credits with respect to the Project, and entering into the Intergovernmental Agreement with the City will further the purposes and objectives of the Act and the Infrastructure Act; and

WHEREAS, the County has committed to pay \$300,000 to the City for the upgrade of certain sewer utilities serving the geographic area of the County in which the Project is to be located, which will be matched by City funding in the same amount, and all of that funding (\$600,000) will be matched by funding from the Company in the same amount, all of which will result in sewer upgrades to be used by the City in providing sewer service to that Project, at the gateway to Oconee County, but also for all other future development in that area of the County, and therefore the City and County desire to memorialize the funding commitment of each other,

and to establish the procedure by which County and Company funds will flow to the City to be used only for the sewer utility upgrades, and the County and the City desire to establish, through the Intergovernmental Agreement being endorsed by the Company, that the Company is committing to utilizing City water and sewer utility services (“Utility Services”) and to matching the City and County combined funding commitment to the sewer upgrades; and

WHEREAS, it appears that the Intergovernmental Agreement above referred to, which is now before this meeting, is in appropriate form and is appropriate instrument to be executed and delivered by the City for the purposes intended.

NOW, THEREFORE, it is hereby agreed between Oconee County and the City of Seneca that:

1. The foregoing statements and representations are hereby incorporated herein and adopted as findings of fact supporting the execution and delivery of this Intergovernmental Agreement.

2. The City of Seneca hereby agrees and commits, based on the terms contained herein, to design, engineer, and construct, or cause to be designed, engineered, and constructed, certain upgrades to the sanitary sewer pump station and service liens and associated infrastructure serving the Martins Creek portion of Oconee County, and specifically serving the parcel on which the Project will be constructed, in accordance with plans and designs previous agreed to by and among the City, the County, and the Company (collectively, the “Sewer Upgrade”), and will contribute at least Three Hundred Dollars (\$300,000) of City funding to such Sewer Upgrade, and will accept Three Hundred Thousand Dollars (\$300,000) in funding for that Sewer Upgrade from the County, and Six Hundred Thousand Dollars (\$600,000) in funding for that Sewer Upgrade from the Company, all to be used only and solely for that Sewer Upgrade.

3. Oconee County hereby agrees and commits, based on the terms contained herein, to provide Three Hundred Thousand Dollars (\$300,000) in funding to the City, in sufficient time as agreed upon between the County Administrator and the City Manager to meet the City’s construction schedule, to be used only and solely for the sanitary Sewer Upgrade described in this Intergovernmental Agreement. It is understood and agreed between the City and the County that the County will reimburse itself, fully, dollar for dollar, with reasonable interest attached, based on industry norms at the time, for the County’s contribution to the Sewer Upgrade, from tax (fee in lieu of tax) revenues from the Project in the Park (as defined in the Fee Agreement), all as authorized in the Fee Agreement and the Ordinance authorizing it. Specifically, the County will use twenty percent (20%) of the fee in lieu of tax revenue stream from the Project in the Park, after payment of the Park partner fee to Pickens County and use of Special Source Revenue Credits by the Company (as authorized in the Fee Agreement), for as many years as it takes to complete the reimbursement described in this section 3, and the County's use of that percentage will stop as soon as such repayment to the County's economic development infrastructure funds (from which the original \$300,000 was originally taken) is repaid.

4. Through endorsement of this Intergovernmental Agreement, the Company acknowledges that it fully understands the commitments of the City and County, and commits, as a contractual undertaking and as specific consideration for the City and County commitments to the Project, that: The Company will provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the Company and the City Manager to meet the City's construction schedule, to be used only and solely for the sanitary Sewer Upgrade described in this Intergovernmental Agreement; and, The Company commits to the City and the County that the Company will use, exclusively, City Utility Services for water and sanitary sewer service for the Project.

5. All commitments of the City, the County, and the Company hereunder are specifically made as consideration for the performance of the commitments of all other parties hereto, are mutually dependent, each on the other, and are made as specific consideration for and of the mutual commitments, and performance thereof, of each of the other parties hereto. This Intergovernmental Agreement, and the endorsement thereof by the Company, with its own commitments, is intended as a contractual undertaking of each, and, as such are authorized by ordinances of both the City and the County, and by due corporate authorization of the Company.

6. Should any part, term, or provision of this Intergovernmental Agreement be finally declared to be invalid or otherwise enforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, including, without limitation, the endorsement hereof by the Company, all of which are hereby declared to be separable.

7. Agreed upon and entered into as of the ____ day of _____, 2015.

Witness: OCONEE COUNTY, SOUTH CAROLINA

By: _____
Council Chairman
Oconee County Council
Oconee County, South Carolina

Date signed: _____

Witness: CITY OF SENECA, SOUTH CAROLINA

By: _____
Its: Mayor

Date signed: _____

ENDORSEMENT

As an endorsement to and of this Intergovernmental Agreement, and as specific consideration for the undertakings of the City and County, pursuant hereto, and as a contractual commitment to the City and County, as such consideration, Casto Oconee, LLC, as the Company, hereby:

- 1. Acknowledges that it fully understands the commitments of the City and County, and;
- 2. Commits, as a contractual undertaking and as specific consideration for the City and County commitments to the Project, that:

- a. The Company will provide Six Hundred Thousand Dollars (\$600,000) in funding to the City, in sufficient time as agreed upon between the Company and the City Manager to meet the City's construction schedule, to be used only and solely for the sanitary Sewer Upgrade described in this Intergovernmental Agreement; and;

- b. The Company commits to the City and the County that the Company will use, exclusively, City Utility Services for water and sanitary sewer service for the Project.

Witness:

CASTO OCONEE, LLC
By: _____
Its: _____

Date signed: _____

Beth Hulse

From: Beth Hulse
Sent: Tuesday, May 19, 2015 3:37 PM
To: Scott Moulder; Thomas L. Martin (tmartin@mcnair.net); Council District 1; Council District 2; Council District 3; Council District 4; Council District 5
Cc: Cromer, Debbie (dcromer@mcnair.net)
Subject: FW: Casto Oconee, LLC Fee Agreement- Comparison of Proposed Version to Second Reading Version
Attachments: GREENVILLE-#1402093-v4-Casto_ECONOMIC_DEVELOPMENT_Oconee_County_Fee_Agreement.DOC; Casto ECONOMIC DEVELOPMENT Oconee County Fee Agreement - Casto ECONOMIC DEVELOPMENT Oconee County Fee Agreement.doc
Importance: High

Good Afternoon;

I just received the attached updated Casto Fee Agreement. There is also a red line version for your ease in reviewing the documents.

I will have hard copies of these for each of you this evening.

Sorry for the last submission but they were just received.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

bhulse@oconeesc.com

www.oconeesc.com/council

From: Richard Few [mailto:Richard.Few@smithmoorelaw.com]

Sent: Tuesday, May 19, 2015 3:29 PM

To: 'Martin, Tom'

Cc: Beth Hulse

Subject: Casto Oconee, LLC Fee Agreement- Comparison of Proposed Version to Second Reading Version

Tom: Attached is the comparison version you requested and I have copied Beth Hulse. Let me know if you need anything else.

Regards,

Richard

Richard L. Few, Jr.

Smith Moore Leatherwood LLP

2 West Washington Street, Suite 1100

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

~~[CASTO SOUTHEAST REALTY SERVICES~~OCONEE~~, LLC ASSIGNEE]~~

Dated as of _____, 2015.

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of _____, 2015, by and between OCONEE COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Oconee County Council (the "County Council") as the governing body of the County, and ~~{CASTO SOUTHEAST REALTY SERVICES~~OCONEE, LLC-assignee (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the "Company"), a _____South Carolina limited liability company.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act") to enter into a fee agreement with business entities meeting the requirements of such Act which identifies certain property of such business entities as economic development property to induce such businesses to locate in the State and to encourage businesses now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to an Inducement and Millage Rate Agreement dated as of _____, 2014 (the "Inducement Agreement") between the County and the Company's predecessor in interest, Casto Southeast Realty Services, LLC, which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the "Inducement Resolution"), the County has agreed to

provide certain benefits to the Company to induce it to establish a commercial and business facility located within the County, which would consist of the acquisition, purchase, construction and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$2,500,000, all within the Investment Period (as defined herein), which is sufficient to qualify the Project for certain benefits provided by the Act.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Ordinance adopted on _____, 2015 (the “Ordinance”), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a commercial enterprise and the property comprising the Project as economic development property under the Act, and provides certain benefits to the Company pursuant to the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the

sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

Additional Infrastructure Rebates:

“Additional Infrastructure Rebates” shall mean the rebates to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

Chairman:

“Chairman” shall mean the Chairman of the County Council of Oconee County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

Company:

“Company” shall mean [Casto Assignee], a Oconee, LLC, a South Carolina limited liability company, and its subsidiaries, affiliates and permitted successors and assigns.

County:

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Council:

“County Council” shall mean the Oconee County Council, the governing body of the County.

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of property pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or

(iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste

Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent

such additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Inducement Agreement:

“Inducement Agreement” shall mean the Agreement entered into between the County and the Company dated as of _____, 2014 which was authorized by the Inducement Resolution.

Inducement Resolution:

“Inducement Resolution” shall mean the Resolution of the County Council adopted on December 2, 2014, authorizing the County to enter into the Inducement Agreement with regard to the Project.

Infrastructure Act:

“Infrastructure Act” shall mean, collectively, Title 4, Chapter 1, Section 4-29-68 and Section 12-44-70 of the Code, and all future acts supplemental thereto or amendatory thereof.

Infrastructure Payments:

“Infrastructure Payments” shall mean the payment to the County from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County in connection with the Project, pursuant to Section 4.2(a) hereof.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2015 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the Park Revenues retained by the County (including taxing entities therein) during the Qualifying Period under the Park Agreement.

Park:

“Park” means that certain Joint County Industrial Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park expected to be entered into between the County and Pickens County, South Carolina, or any other adjoining South Carolina county.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Phase:

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project December 31 of the year which is thirty years after December 31 of the year in which each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used

by the Company or its tenants for its commercial facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; ~~or~~ (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c)

of this Fee Agreement; or (c) components or Phases or portions thereof which are removed pursuant to the expiration or earlier termination of any lease with a tenant located at the Project.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

State:

“State” shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has

duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County’s Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County’s willingness to enter into this Agreement and to offer economic development incentives for the Project.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a commercial shopping center and as a "project" within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of renting and selling commercial and retail space to businesses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments, the Infrastructure Payments and the Additional Infrastructure Rebates authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to invest at least \$2,500,000 at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such

enhancements and acknowledges that the Company's ability to receive the benefits of the negotiated Fee Payments and the Infrastructure Payments and the Additional Infrastructure Rebates for the Project are conditioned upon approval by the County of such final plans and specifications, which approval shall not be unreasonably withheld, and the construction and completion of the Project in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees and agents (collectively, the "Indemnified Parties") harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company's obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, purchase, construction and/or installation of certain land, improvements to buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act to the extent that it qualifies as such under the Act and this Agreement. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any

approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act and will provide copies of all such notifications to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the "Fee Payments") to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a "minimum investment" as defined under the Act, the County and the Company have negotiated the amount of the Fee Payments in accordance therewith. In accordance therewith, the Company shall make Fee Payments on all real and personal property which comprises the Project and is placed in service during the Investment Period for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make Fee Payments for a period of thirty (30) years with respect to each Phase of the Project placed in service on each December 31 through the end of the Investment Period, said payments to be made annually for a period of thirty (30) years and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual Fee Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

- Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arm's-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.
- Step 2: Apply an assessment ratio of six (6%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter.
- Step 3: During the first five years after the initial Phase of the Project is placed in service using the greater of (i) the millage rate applicable to the Project site on June 30, 2014 (which the parties understand to be 215 mills) or (ii) the millage rate applicable to the Project site for the year in which the initial Phase of the Projects is placed in service, determine the amount of the Fee Payments which would be due in each of the first five years on the payment dates prescribed by the County for such payments.
- Step 4: Upon the expiration of the first five year period in Step 3 and upon the expiration of each five year period thereafter until the Phase Termination Date, the millage rate shall be adjusted to the average cumulative actual millage rate then applicable to the Project site during the immediately preceding five year period in order to determine the amount of the Fee Payments which would be due in each of the immediately following five years on the payment dates prescribed by the County for such payments.
- Step 5: Combine the annual payment for each Phase of the Project to determine the total annual Fee Payment to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 31, ~~2015~~2015, the cost or fair market value of the calendar year 2015 Phase of the Project is determined to be \$10,000,000 and ~~990%~~990% thereof, or \$9,000,000, is real property and the remainder, or \$1,000,000, is personal property, the millage rate is 215 mills, the annual depreciation rate on personal property is eleven (11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual Fee Payments due hereunder for the first five years thereafter would be as follows: \$127,581 ($\$9,890,000 \times 6\% \times 215$ mills) for the first year; \$126,162 ($\$9,780,000 \times 6\% \times 215$ mills) for the second year; \$124,743 ($\$9,670,000 \times 6\% \times 215$ mills) for the third year; \$123,324 ($\$9,560,000 \times 6\% \times 215$ mills) for the fourth year; and \$121,905 ($\$9,450,000 \times 6\% \times 215$ mills) for the fifth year.

Continuing this illustration, if the average cumulative actual millage rate applicable to the Project site during the first five years after the 2015 Phase of the Project was placed into service was 230 mills, then the payment for the sixth year would be \$128,892 ($\$9,340,000 \times 6\% \times 230$ mills). The next four years of payments would be calculated in the same manner. The illustration assumes the real property value remains unchanged, but it is subject to periodic reassessment by the County.

Continuing this illustration, the Company would make its first Fee Payment for the 2015 Phase of the Project of \$127,581 by January 15, 2017 in order to avoid the application of any penalty. The Company would continue to make the annual Fee Payments for such 2015 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes

and would make its last payment, which would be assessed as of December 31, 2044, without penalty by January 15, 2046.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum Fee Payment applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the Fee Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been economic development property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which Fee Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of Fee Payments made by the Company with respect to the Project pursuant to the terms hereof.

(c) In the event that the Company has not invested at least Two Million Five Hundred Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, then the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, within ninety (90) days after the end of the Investment Period, the Company shall pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over (ii) the total amount of Fee Payments actually made by the Company (taking into account any Infrastructure Credits received) with respect to the Project for tax years through and including the last year of the Investment Period (the "Deficiency Payment"). The Deficiency Payment is subject to interest being added, in accordance with the Act.

Section 4.2 Infrastructure Payments

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, the County is agreeing to contribute \$300,000 toward the cost of the Infrastructure relating to the upgrade of

the sewer system, including a new lift station, serving the Project and the immediate area. Once the initial Phase of the Project is placed in service, the County will be reimbursed for its contributions to such Infrastructure by being paid an annual Infrastructure Payment pursuant to the Infrastructure Act equal to ~~ten~~twenty percent (~~10~~20%) of the annual Net Fee Payments up to a cumulative maximum total of \$300,000. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the Infrastructure Payment to be paid to the County as described herein. The Infrastructure Payment will be payable exclusively from Net Fee Payments the County receives and retains under the Park Agreement. The agreement for the Infrastructure Payments shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (b) (i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, based upon the Company's payment for Infrastructure consisting of \$600,000 toward the sewer system upgrade described in Section 4.2(a) above and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, the County agrees to grant and pay to the Company an annual Additional Infrastructure Rebate pursuant to the Infrastructure Act equal to fifty percent (50%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of

\$2,400,000 plus a cumulative non-compounded return thereon of four percent (4%) per annum. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the County to grant the Additional Infrastructure Rebates to the Company as described herein. The Additional Infrastructure Rebates will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Additional Infrastructure Rebates shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (ii) The Additional Infrastructure Rebates shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements, and (2) the amount of total investment in the Project, which shall be at least \$5,000,000 in order to qualify for any Additional Infrastructure Rebates hereunder. In addition to the foregoing certifications, in order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(f) hereof with respect to the construction of any specific building within the ~~project~~Project or a particular Phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or Phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or Phase causes the Project to not comply

with such standards at such time, the Company and the County agree that all annual Additional Infrastructure Rebates payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or \$30,000,000, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Additional Infrastructure Rebates to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

- (iii) The standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property, for single story buildings and the first floor of multi-story buildings which facades face a public street (collectively, the “Public Facades”) will require that such facades include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, as the County and the Company may

reasonably agree in writing, at the time: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required, but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Additional Infrastructure Rebates.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Infrastructure Payments or the Additional Infrastructure Rebates and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE INFRASTRUCTURE PAYMENTS AND ADDITIONAL INFRASTRUCTURE REBATES AS SHALL BECOME DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR

STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE PAYMENTS OR REBATES.

Section 4.3 Filings with the County

(a) At the same time that the Company files its annual property tax return (Form PT-100 or PT-300 or similar form) with the South Carolina Department of Revenue, the Company shall furnish to the County on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-100 or PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) At the time of its filings pursuant to Section 4.3(a) above, during each year of the Investment Period, the Company shall provide written certification to the Oconee County Administrator and Oconee County Auditor of the items referred to in part (B) of the penultimate sentence of Section 4.2(b) hereof.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject in all events to the provisions of Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the

Removed Components (the “Original Value”) the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the “Excess Value”), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step

1 of Section 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject, always, to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or, subject to Section 4.5 hereof; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or, subject to Section 4.5 hereof; (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees and agents (collectively, as previously identified, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval and administration of this Agreement, including, without limitation, attorneys’ fees.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act, or any successor provision. To the extent permitted by said Section 12-44-120, no consent of the County to such assignment or leasing shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement, including all terms and provisions thereof; or

(b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to

time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If ~~the Company~~either party shall default under any of the provisions of this Fee Agreement and the ~~County~~other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of ~~the Company~~such other party contained herein, the ~~Company~~defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of ~~the County~~either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the ~~County~~waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments and related make-whole payments to the County required hereunder shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49,

of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments and such make-whole payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County Attorney
The McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

AS TO THE COMPANY: |Casto Assignee|Oconee, LLC
c/o Casto Southeast Realty Services, LLC
5391 Lakewood Ranch Boulevard, Suite 100
Sarasota, FL 34240
Attention: Brett Hutchens, President

WITH A COPY TO:

Casto Oconee, LLC
c/o Casto
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: General Counsel

and WITH A COPY TO:

Smith Moore Leatherwood LLP
Post Office Box 87
Greenville, SC 29602
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of Oconee County
Council
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse, Clerk to Oconee
County Council
Oconee County, South Carolina

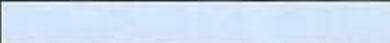
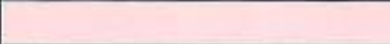
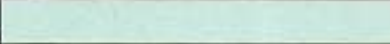


{CASTO ASSIGNEE}OCONEE, LLC

By: _____

Its: Operating Manager

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Format changed	0
Total changes	100

FEE AGREEMENT

between

OCONEE COUNTY, SOUTH CAROLINA

and

CASTO OCONEE, LLC

Dated as of _____, 2015

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Oconee County, South Carolina

FEE AGREEMENT

THIS FEE AGREEMENT (this “Fee Agreement”) is made and entered into as of _____, 2015, by and between OCONEE COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Oconee County Council (the “County Council”) as the governing body of the County, and CASTO OCONEE, LLC (together with any of its subsidiaries or affiliates which may become parties to this Fee Agreement, the “Company”), a South Carolina limited liability company.

WITNESSETH:

Recitals.

The County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) to enter into a fee agreement with business entities meeting the requirements of such Act which identifies certain property of such business entities as economic development property to induce such businesses to locate in the State and to encourage businesses now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State.

Pursuant to an Inducement and Millage Rate Agreement dated as of _____, 2014 (the “Inducement Agreement”) between the County and the Company’s predecessor in interest, Casto Southeast Realty Services, LLC, which was authorized by a Resolution adopted by the County Council on December 2, 2014 (the “Inducement Resolution”), the County has agreed to provide certain benefits to the Company to induce it to establish a commercial and business facility

located within the County, which would consist of the acquisition, purchase, construction and improvement of land, buildings, and other structures thereon or therein, machinery and equipment, fixtures, and furnishings to be purchased and installed in connection therewith (collectively, the “Project”). The Project is expected to involve an investment in the County of at least \$2,500,000, all within the Investment Period (as defined herein), which is sufficient to qualify the Project for certain benefits provided by the Act.

Pursuant to the Act, and based upon information provided by the Company, the County finds that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefit not otherwise provided locally; (b) the Project will not give rise to any pecuniary liability of the County or incorporated municipality or any charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public.

Pursuant to an Ordinance adopted on _____, 2015 (the “Ordinance”), and in accordance with the Inducement Agreement, the County Council authorized the County to enter into this Fee Agreement, which identifies the Company as a commercial enterprise and the property comprising the Project as economic development property under the Act, and provides certain benefits to the Company pursuant to the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described

herein and shall not under any circumstances be deemed to constitute a general obligation of the County:

ARTICLE I

DEFINITIONS

The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. Except where the context requires otherwise, words importing the singular number shall include the plural number and vice versa.

Act:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, and all future acts supplemental thereto or amendatory thereof.

Additional Infrastructure Rebates:

“Additional Infrastructure Rebates” shall mean the rebates to be paid by the County to the Company from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the Company in connection with the Project, pursuant to Section 4.2(b) hereof.

Authorized Company Representative:

“Authorized Company Representative” shall mean any person designated from time to time to act on behalf of the Company as evidenced by a written certificate or certificates furnished to the County containing the specimen signature of each such person, signed on behalf of the Company by its President. Such certificates may designate an alternate or alternates, and may designate different Authorized Company Representatives to act for the Company with respect to different sections of this Fee Agreement.

Chairman:

“Chairman” shall mean the Chairman of the County Council of Oconee County, South Carolina.

Closing:

“Closing” or “Closing Date” shall mean the date of the execution and delivery hereof.

Code:

“Code” shall mean the South Carolina Code of Laws, 1976, as amended.

Company:

“Company” shall mean Casto Oconee, LLC, a South Carolina limited liability company, and its subsidiaries, affiliates and permitted successors and assigns.

County:

“County” shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council.

County Council:

“County Council” shall mean the Oconee County Council, the governing body of the County.

Diminution of Value:

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of property pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a

condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

Economic Development Property:

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to the Fee Agreement, and which are identified by the Company in connection with its annual filing of a SCDOR PT-100 (or comparable form) with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company or its permitted successors and assigns.

Environmental Claims:

“Environmental Claims” shall mean any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including monitoring and cleanup costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered or asserted as a direct or indirect result of (i) any violation of any Environmental Laws (as hereinafter defined), or (ii) the falsity in any material respect of any warranty or representation made by the Company.

Environmental Laws:

“Environmental Laws” shall mean, collectively, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, as amended, the Clean Air Act, the Toxic Substances Control Act, as amended, the South Carolina Pollution Control Act, the South Carolina Hazardous Waste Management Act, any other “Superfund” or “Superlien” law or any other federal, state or local

statute, law, ordinance, code, rule, regulation, order or decree relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or industrial waste, substance or material, as now or at any time hereafter in effect.

Equipment:

“Equipment” shall mean all of the machinery, equipment and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefor to the extent such machinery, equipment and fixtures become a part of the Project under this Fee Agreement.

Event of Default:

“Event of Default” shall mean any Event of Default specified in Section 4.14 of this Fee Agreement.

Fee Agreement or Agreement:

“Fee Agreement” or “Agreement” shall mean this Fee Agreement.

Fee Payments:

“Fee Payments” shall mean the payments in lieu of ad valorem taxes to be made by the Company to the County pursuant to Section 4.1 hereof.

Fee Term or Term:

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

Improvements:

“Improvements” shall mean improvements to real property, together with any and all additions, accessions, replacements and substitutions thereto or therefor, but only to the extent such

additions, accessions, replacements, and substitutions are deemed to become part of the Project under the terms of this Fee Agreement.

Inducement Agreement:

“Inducement Agreement” shall mean the Agreement entered into between the County and the Company dated as of _____, 2014 which was authorized by the Inducement Resolution.

Inducement Resolution:

“Inducement Resolution” shall mean the Resolution of the County Council adopted on December 2, 2014, authorizing the County to enter into the Inducement Agreement with regard to the Project.

Infrastructure Act:

“Infrastructure Act” shall mean, collectively, Title 4, Chapter 1, Section 4-29-68 and Section 12-44-70 of the Code, and all future acts supplemental thereto or amendatory thereof.

Infrastructure Payments:

“Infrastructure Payments” shall mean the payment to the County from the Net Fee Payments for costs of Qualifying Infrastructure Improvements incurred by the County in connection with the Project, pursuant to Section 4.2(a) hereof.

Investment Period:

“Investment Period” shall mean the period commencing January 1, 2015 and ending on the last day of the fifth property tax year following the earlier of the first property tax year in which economic development property is placed in service or the property tax year in which this Agreement is executed.

Net Fee Payments:

“Net Fee Payments” shall mean the Park Revenues retained by the County (including taxing entities therein) during the Qualifying Period under the Park Agreement.

Park:

“Park” means that certain Joint County Industrial Park to be established pursuant to the Park Agreement.

Park Agreement:

“Park Agreement” means the Agreement for Development for Joint County Industrial Park expected to be entered into between the County and Pickens County, South Carolina, or any other adjoining South Carolina county.

Park Revenues:

“Park Revenues” means the sum of the fee in lieu of *ad valorem* tax payments made by the owners of property located in the Park, including the Fee Payments made by the Company with respect to the Project, to the County.

Phase:

“Phase” or “Phases” in respect of the Project shall mean the Equipment, Improvements and Real Property, if any, placed in service during each year of the Investment Period.

Phase Termination Date:

“Phase Termination Date” shall mean with respect to each Phase of the Project December 31 of the year which is thirty years after December 31 of the year in which each such Phase of the Project becomes subject to the terms of this Fee Agreement.

Project:

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases, which are used by

the Company or its tenants for its commercial facility. Based on the representations of the Company, the Project involves an initial investment of sufficient sums to qualify under the Act.

Qualifying Infrastructure Improvements:

“Qualifying Infrastructure Improvements” mean those improvements referred to in Section 4-29-68(A)(2)(i) of the Code to the Project and infrastructure serving the Project, and with respect to Qualifying Infrastructure Improvements made by the Company, only to the extent the investment in the same is certified by an Authorized Company Representative to the County.

Real Property:

“Real Property” shall mean real property, together with all and singular the rights, members and hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become part of the Project under the terms of this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

Removed Components:

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(c) of this Fee Agreement;

or (c) components or Phases or portions thereof which are removed pursuant to the expiration or earlier termination of any lease with a tenant located at the Project.

Replacement Property:

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement which is scrapped or sold by the Company and treated as a Removed Component under Section 4.7 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

State:

“State” shall mean the State of South Carolina.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations of the County. The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and, by the provisions of the Act, is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on the representations of the Company, the Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

(d) The commitment of the Company to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the County’s Code of Ordinances, including, without limitation, incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways and varied storefront or building identity), landscaping and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County, has been and is an essential consideration for the County’s willingness to enter into this Agreement and to offer economic development incentives for the Project.

Section 2.2 Representations of the Company. The Company hereby represents and warrants to the County as follows:

(a) The Company is duly incorporated and in good standing under the laws of the state of South Carolina, is qualified to do business in the State, has power to enter into this Fee Agreement, and by proper corporate action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a default, not waived or cured, under any corporate

restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a commercial shopping center and as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of renting and selling commercial and retail space to businesses and to conduct other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Company or its permitted successors and assigns may deem appropriate.

(d) The availability of the Fee Payments, the Infrastructure Payments and the Additional Infrastructure Rebates authorized herein have induced the Company to locate the Project within the County and the State.

(e) The Company will use its best efforts to invest at least \$2,500,000 at the Project, all within the Investment Period.

(f) The Company commits to cooperate with the County in designing and constructing the Project in a manner which will exceed the minimum building standards in the incorporating enhanced aesthetics in architectural designs (including, but not limited to, use of varying building façade materials and colors, minimizing views of loading and receiving areas from public roadways, and providing varied storefront or building identity) landscaping, and pedestrian walkways and connectivity within the Project, which will serve to make the Project an attractive and appealing gateway to the County. The Company agrees that its final plans and specifications for the development and construction of the Project shall incorporate such enhancements and acknowledges that the Company’s ability to receive the benefits of the negotiated Fee Payments and the Infrastructure Payments and the Additional Infrastructure Rebates for the Project are

conditioned upon approval by the County of such final plans and specifications, which approval shall not be unreasonably withheld, and the construction and completion of the Project in accordance with such plans and specifications.

Section 2.3 Environmental Indemnification. The Company shall indemnify and hold the County, its elected officials, officers, employees and agents (collectively, the “Indemnified Parties”) harmless from and against any and all Environmental Claims, except those resulting from grossly negligent or willfully harmful acts of the County or its successors, suffered by or asserted against the Company or the County as a direct or indirect result of the breach by the Company, or any party holding possession through the Company or its predecessors in title, of any Environmental Laws with regard to any real property owned by the Company which is subject to the terms of this Fee Agreement, or as a direct or indirect result of any requirement under any Environmental Laws which require the County, the Company or any transferee of the Company to eliminate or remove any hazardous materials, substances, wastes or other environmentally regulated substances contained in any real property subject to the terms of this Fee Agreement as a result of the action or omissions of the Company or its predecessors in title.

The Company’s obligations hereunder shall not be limited to any extent by the terms of this Fee Agreement, and, as to any act or occurrence prior to fulfillment of the terms of this Fee Agreement which give rise to liability hereunder, shall continue, survive, and remain in full force and effect notwithstanding fulfillment of the terms or termination of this Fee Agreement.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company has acquired, constructed and/or installed or made plans for the acquisition, purchase, construction and/or installation of certain land, improvements to

buildings and other structures thereon or therein, machinery, equipment furnishings and fixtures which comprise the Project.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act to the extent that it qualifies as such under the Act and this Agreement. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project provided it makes the payments required hereunder.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed as soon as practicable, but in any event on or prior to the end of the Investment Period. Anything contained in this Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project in the event that it pays all amounts due by it under the terms of this Fee Agreement.

Section 3.3 Investment by Affiliates. The County and the Company agree that, to the extent permitted by Section 12-44-130 of the Act, investments in the Project may also be made by subsidiaries or affiliates of the Company, which shall qualify for the benefits provided to the Company hereunder; provided that such subsidiaries or affiliates are approved in writing by the County and such subsidiaries or affiliates agree to be bound by the provisions of this Fee Agreement. At any time and from time to time hereafter, the Company may request approval from the County for subsidiaries or affiliates of the Company to be permitted to make investments in the Project and obtain the benefits provided to the Company hereunder. Any approval by the County may be made by the Chairman of the County Council and the County Administrator, which approval shall be in writing. The Company agrees to notify the South

Carolina Department of Revenue of the identity of all subsidiaries or affiliates making investments in the Project as required by Section 12-44-130(B) of the Act and will provide copies of all such notifications to the County.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 Negotiated Payments.

(a) Pursuant to Section 12-44-50 of the Act, the Company shall be required to make payments in lieu of ad valorem taxes (the “Fee Payments”) to the County with respect to the Project. Inasmuch as the Company anticipates the Project will involve an initial investment of sufficient sums to qualify as a “minimum investment” as defined under the Act, the County and the Company have negotiated the amount of the Fee Payments in accordance therewith. In accordance therewith, the Company shall make Fee Payments on all real and personal property which comprises the Project and is placed in service during the Investment Period for a period of thirty (30) years with respect to each Phase until the Phase Termination Date for such Phase, as follows: the Company shall make Fee Payments for a period of thirty (30) years with respect to each Phase of the Project placed in service on each December 31 through the end of the Investment Period, said payments to be made annually for a period of thirty (30) years and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for ad valorem taxes. The amount of such annual Fee Payments shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following 29 years using original income tax basis for State income tax purposes for any Real Property (provided, if any Real Property is constructed for the fee or is purchased in an arm’s-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue will determine fair

market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company for any personal property as determined in accordance with Title 12, Code of Laws of South Carolina, 1976, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

Step 2: Apply an assessment ratio of six (6%) percent to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the twenty-nine years thereafter.

Step 3: During the first five years after the initial Phase of the Project is placed in service using the greater of (i) the millage rate applicable to the Project site on June 30, 2014 (which the parties understand to be 215 mills) or (ii) the millage rate applicable to the Project site for the year in which the initial Phase of the Projects is placed in service, determine the amount of the Fee Payments which would be due in each of the first five years on the payment dates prescribed by the County for such payments.

Step 4: Upon the expiration of the first five year period in Step 3 and upon the expiration of each five year period thereafter until the Phase Termination Date, the millage rate shall be adjusted to the average cumulative actual millage rate then applicable to the Project site during the immediately preceding five year period in order to determine the amount of the Fee Payments which would be due in each of the immediately following five years on the payment dates prescribed by the County for such payments.

Step 5: Combine the annual payment for each Phase of the Project to determine the total annual Fee Payment to be made by the Company to the County for each year of the Fee Term.

(b) Illustration of Calculation of Negotiated Payments. By way of illustration (and subject, in any event, to the required procedures under the Act), if on December 31, 2015, the cost or fair market value of the calendar year 2015 Phase of the Project is determined to be \$10,000,000 and 90% thereof, or \$9,000,000, is real property and the remainder, or \$1,000,000, is personal property, the millage rate is 215 mills, the annual depreciation rate on personal property is eleven

(11%) percent of the original income tax basis of such property until the adjusted cost equals ten (10%) percent of original income tax basis, then the annual Fee Payments due hereunder for the first five years thereafter would be as follows: \$127,581 ($\$9,890,000 \times 6\% \times 215$ mills) for the first year; \$126,162 ($\$9,780,000 \times 6\% \times 215$ mills) for the second year; \$124,743 ($\$9,670,000 \times 6\% \times 215$ mills) for the third year; \$123,324 ($\$9,560,000 \times 6\% \times 215$ mills) for the fourth year; and \$121,905 ($\$9,450,000 \times 6\% \times 215$ mills) for the fifth year.

Continuing this illustration, if the average cumulative actual millage rate applicable to the Project site during the first five years after the 2015 Phase of the Project was placed into service was 230 mills, then the payment for the sixth year would be \$128,892 ($\$9,340,000 \times 6\% \times 230$ mills). The next four years of payments would be calculated in the same manner. The illustration assumes the real property value remains unchanged, but it is subject to periodic reassessment by the County.

Continuing this illustration, the Company would make its first Fee Payment for the 2015 Phase of the Project of \$127,581 by January 15, 2017 in order to avoid the application of any penalty. The Company would continue to make the annual Fee Payments for such 2015 Phase in each year according to the schedule prescribed by the County for payments of ad valorem taxes and would make its last payment, which would be assessed as of December 31, 2044, without penalty by January 15, 2046.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the parties that the minimum Fee Payment applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined, but never lower than the payment levels agreed upon herein unless so approved in writing by the County Council then in office.

In the event that the Act and/or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County. If the Project is deemed to be subject to ad valorem taxation, the Fee Payment to be paid to the County by the Company shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project did not constitute economic development property under the Act, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project was and had not been economic development property under the Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which Fee Payments have been previously remitted by the Company to the County hereunder, shall be reduced by the total amount of Fee Payments made by the Company with respect to the Project pursuant to the terms hereof.

(c) In the event that the Company has not invested at least Two Million Five Hundred Dollars (\$2,500,000) by the end of the Investment Period, beginning with the payment due for the last year of such Investment Period, then the Fee Payments to be paid to the County by the Company shall become equal to the amount as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were taxable, but with appropriate reductions equivalent to all tax exemptions which would be afforded to the Company if the Project were taxable. In addition to the foregoing, within ninety (90) days after the end of the Investment Period, the Company shall

pay to the County an amount which is equal to the excess, if any, of (i) the total amount of ad valorem taxes that would have been payable to the County with respect to the Project for tax years through and including the last year of the Investment Period, taking into account and calculating appropriate reductions for all applicable exemptions and allowable depreciation, over (ii) the total amount of Fee Payments actually made by the Company (taking into account any Infrastructure Credits received) with respect to the Project for tax years through and including the last year of the Investment Period (the “Deficiency Payment”). The Deficiency Payment is subject to interest being added, in accordance with the Act.

Section 4.2 Infrastructure Payments

(a) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, the County is agreeing to contribute \$300,000 toward the cost of the Infrastructure relating to the upgrade of the sewer system, including a new lift station, serving the Project and the immediate area. Once the initial Phase of the Project is placed in service, the County will be reimbursed for its contributions to such Infrastructure by being paid an annual Infrastructure Payment pursuant to the Infrastructure Act equal to twenty percent (20%) of the annual Net Fee Payments up to a cumulative maximum total of \$300,000. The County has included or will include the Company’s Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the Infrastructure Payment to be paid to the County as described herein. The Infrastructure Payment will be payable exclusively from Net Fee Payments the County receives

and retains under the Park Agreement. The agreement for the Infrastructure Payments shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

(b) (i) In order to finance the costs of designing, acquiring, constructing, expanding and improving the Infrastructure in connection with the proposed Project, based upon the expectation that the Company and its tenants located at the Project will make a total capital investment in real and personal property qualifying under the Act for the Project, without regard to depreciation, exceeding Thirty Million Dollars (\$30,000,000), all within the Investment Period, based upon the Company's payment for Infrastructure consisting of \$600,000 toward the sewer system upgrade described in Section 4.2(a) above and \$1,800,000 for road improvements to the public roads and rights of way serving the Project, the County agrees to grant and pay to the Company an annual Additional Infrastructure Rebate pursuant to the Infrastructure Act equal to fifty percent (50%) of the Net Fee Payments until such time as the Company has received a cumulative maximum total of \$2,400,000 plus a cumulative non-compounded return thereon of four percent (4%) per annum. The County has included or will include the Company's Real Property upon which the Project is to be located in the Park pursuant to the Park Agreement in order to enable the County to grant the Additional Infrastructure Rebates to the Company as described herein. The Additional Infrastructure Rebates will be payable exclusively from Net Fee Payments the County receives and retains each year under the Park Agreement. The Additional Infrastructure

Rebates shall not constitute a general obligation of indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County.

- (ii) The Additional Infrastructure Rebates shall not commence or continue unless or until the Company shall certify to the County in writing of (1) the aggregate amount of investment by the Company in Qualifying Infrastructure Improvements, and (2) the amount of total investment in the Project, which shall be at least \$5,000,000 in order to qualify for any Additional Infrastructure Rebates hereunder. In addition to the foregoing certifications, in order to address the commitments of the Company to the County described in Sections 2.1(d) and 2.2(f) hereof with respect to the construction of any specific building within the Project or a particular Phase of the Project, including, but not limited to, construction of any building on an outparcel of the Project, and the overall aesthetic impact of the Project at the Project site, the Company shall submit building plans to the County prior to or upon completion of such building or Phase which reflect compliance with the standards set forth in Section 4.2(b)(iii) below. In the event that such building or Phase causes the Project to not comply with such standards at such time, the Company and the County agree that all annual Additional Infrastructure Rebates payable by the County on or after the completion of such building or Phase shall be reduced by a percentage equal to (A) the cost of such building or Phase based upon the total capital investment therefor divided by (B) the total capital investment in the Project at the time of such completion or \$30,000,000, whichever is greater. Such reductions shall continue to be effective, unless or until such time as the Company brings the

Project into compliance with the standards of Section 4.2(b)(iii). Notwithstanding anything herein to the contrary, the aggregate amount of Additional Infrastructure Rebates to be taken on a cumulative basis at any point in time shall not exceed the aggregate amount of Company investment in Qualifying Infrastructure Improvements as of such time.

- (iii) The standards for all building facades at the Project, whether located on an outparcel or elsewhere on the Real Property, for single story buildings and the first floor of multi-story buildings which facades face a public street (collectively, the “Public Facades”) will require that such facades include certain building materials described below, which materials must comprise not less than twenty percent (20%) of building faces of the Public Facades in the aggregate at any time, excluding those areas which are glazed. Materials for the Public Facades would include, but not be limited to, one or more of the following, selected at the Company’s discretion; provided that any other materials selected for use shall be sufficiently consistent with the listed materials so as to create the aesthetically enhanced appearance sought for the Project, as the County and the Company may reasonably agree in writing, at the time: stone, including stacked stone, cultured stone and field stone; painted precast/tilt-wall or other concrete systems provided that they utilize form liners which give the appearance and texture of stone, wood or other natural material; masonry, including brick, block and split face block; hardie panels or other materials giving the appearance of wood; metal panels, including standing seam roofs or awnings; and exposed wood beams or material with the appearance of wood. The use of all materials listed above is not required,

but the listing is meant as a menu and guideline of Public Facade materials for the Company to choose to achieve the agreed-upon appearance of the Project, thereby justifying the Additional Infrastructure Rebates.

(c) Notwithstanding anything herein to the contrary, in no event shall the Company be entitled to claim any abatement of ad valorem taxes that might otherwise be allowed by law with respect to any portion of the Project which receives the benefit of the Infrastructure Payments or the Additional Infrastructure Rebates and the Company specifically and explicitly agrees not to claim or take such an abatement.

(d) NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, THE INFRASTRUCTURE PAYMENTS AND ADDITIONAL INFRASTRUCTURE REBATES AS SHALL BECOME DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY PURSUANT TO THE AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE PAYMENTS OR REBATES.

Section 4.3 Filings with the County

(a) At the same time that the Company files its annual property tax return

(Form PT-100 or PT-300 or similar form) with the South Carolina Department of Revenue, the Company shall furnish to the County on an annual basis through the end of the Investment period a report on the total amount invested by the Company with respect to the Project through such period, together with a copy of the Company's Form PT-100 or PT-300 for such year. The Company shall also make all other filings required by Section 12-44-90 of the Act.

(b) At the time of its filings pursuant to Section 4.3(a) above, during each year of the Investment Period, the Company shall provide written certification to the Oconee County Administrator and Oconee County Auditor of the items referred to in part (B) of the penultimate sentence of Section 4.2(b) hereof.

Section 4.4 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject in all events to the provisions of Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of ad valorem taxes with regard to such Replacement Property as follows:

- (i) to the extent that the income tax basis of the Replacement Property (the "Replacement Value") is less than or equal to the original income tax basis of the Removed Components (the "Original Value") the amount of the payments in lieu of taxes to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to thirty (30) minus the number of annual payments which have been

made with respect to the Removed Components; and provided, further, however, that in the event a varying number of annual payments have been made with respect to such Removed Components as a result of such Removed Components being included within more than one Phase of the Project, then the number of annual payments which shall be deemed to have been made shall be the greater of such number of annual payments; and

- (ii) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (the "Excess Value"), the payments in lieu of taxes to be made by the Company with respect to the Replacement Property to the County shall be equal to the payment that would be due if the property were not Economic Development Property.

Section 4.5 Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.

In the event of a Diminution in Value of any Phase of the Project due to removal, condemnation, casualty, or otherwise, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof; provided, however, that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property and Improvements contained therein, without deduction for depreciation, is less than Two Million Five Hundred Dollars (\$2,500,000), beginning with the next payment due hereunder and continuing until the end of the Fee Term, the Company shall make payments equal to the payments which would be due if the property were not Economic Development Property.

Section 4.6 Place and Allocation of Payments in Lieu of Taxes. The Company shall make the Fee Payments directly to the County in accordance with applicable law. The County shall be responsible for allocating the Fee Payments among the County, any municipality or municipalities, school districts and other political units entitled under applicable law to receive portions of such payments.

Section 4.7 Removal of Equipment. Provided that no Event of Default shall have occurred and be continuing under this Fee Agreement, and subject, always, to Section 4.5 hereof, the Company shall be entitled upon written notice to the County to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the "Removed Components") shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of ad valorem taxes; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(c) hereof.

Section 4.8 Damage or Destruction of Project.

(a) Election to Terminate. In the event the Project is damaged substantially in whole by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Agreement.

(b) Election to Rebuild. In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Agreement, the Company may commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as

may be desired by the Company. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

(d) Effect of Election. Any election by the Company under this Section 4.8 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 or 4.2 hereof or other amounts then due and payable to the County under this Agreement and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.9 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy of the Project commercially infeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Project or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; or, subject to Section 4.5 hereof; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or, subject to Section 4.5 hereof; (iii) to treat the portions of the Project so taken as Removed Components.

(c) Effect of Election. Any election by the Company under this Section 4.9 shall be subject to the terms and provisions of Section 4.6 hereof, and shall not operate to relieve the Company of its obligation to pay any amounts that may become due under Sections 4.1 and 4.2 hereof or other amounts then due and payable to the County under this Agreement, and shall be subject to any provisions of this Agreement which are expressly stated to survive termination hereof.

Section 4.10 Maintenance of Existence. The Company agrees that it shall not take any action which will materially impair the maintenance of its corporate existence or its good standing under all applicable provisions of its state of incorporation and State law.

Section 4.11 Indemnification Covenants. The Company shall and agrees to indemnify and save the County, its elected officials, officers, employees and agents (collectively, as previously identified, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the County's entry into this Agreement. The Company shall indemnify and save the County and the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County or any Indemnified Party, the Company shall defend them in any such action, prosecution or proceeding with counsel

reasonably acceptable to the County and the Indemnified Party. The Company also agrees to pay all other reasonable and necessary out of pocket expenses of the County in the negotiation, preparation, approval and administration of this Agreement, including, without limitation, attorneys' fees.

Section 4.12 [INTENTIONALLY OMITTED]

Section 4.13 Assignment and Leasing. This Fee Agreement may be assigned in whole or in part and the Project may be leased as a whole or in part by the Company so long as such assignment or lease is made in compliance with Section 12-44-120 of the Act, or any successor provision. To the extent permitted by said Section 12-44-120, no consent of the County to such assignment or leasing shall be required for financing related transfers.

Section 4.14 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to pay, upon levy, the Fee Payments or any other amounts payable to the County under this Agreement; provided, however, that the Company shall be entitled to all redemption rights granted by applicable statutes;

(b) Failure by the Company to make the minimum investment required by the Act within the Investment Period, or to maintain such minimum level of investment, without regard to depreciation as required by the Act after the Investment Period has expired;

(c) Failure by the Company to perform any of the other material terms, conditions, obligations or covenants of the Company hereunder, which failure shall continue for a period of ninety (90) days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 4.15 Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement, including all terms and provisions thereof; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Fee Agreement.

Section 4.16 Remedies Not Exclusive. No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity which the Company is not competent to waive.

Section 4.17 Reimbursement of Legal Fees and Expenses. If either party shall default under any of the provisions of this Fee Agreement and the other party shall employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement on the part of such other party contained herein, the defaulting party will, within thirty (30) days of demand therefor, reimburse the reasonable fees of such attorneys and such other reasonable expenses so incurred by the County.

Section 4.18 No Waiver. No failure or delay on the part of either party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party.

Section 4.19 Collection of Fee Payments and Related Payments. In addition to all other remedies herein provided, the nonpayment of Fee Payments and related make-whole payments to the County required hereunder shall constitute a lien for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of ad valorem taxes to collect any Fee Payments and such make-whole payments due hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:

Oconee County, South Carolina
415 South Pine Street
Walhalla, SC 29691
Attention: County Administrator

WITH A COPY TO:

Oconee County Attorney
The McNair Law Firm, P.A.
104 S. Main Street, Suite 700
Greenville, SC 29601

AS TO THE COMPANY:

Casto Oconee, LLC
c/o Casto Southeast Realty Services, LLC
5391 Lakewood Remch Boulevard, Suite 100
Sarasota, FL 34240
Attention: Brett Hutchens, President

WITH A COPY TO:

Casto Oconee, LLC
c/o Casto
250 Civic Center Drive, Suite 500
Columbus, OH 43215
Attention: General Counsel

and WITH A COPY TO:

Smith Moore Leatherwood LLP
Post Office Box 87
Greenville, SC 29602
Attention: Richard L. Few, Jr., Esq.

Section 5.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 5.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 5.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 5.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 5.6 Amendments. The provisions of this Fee Agreement may be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 5.7 Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 5.8 Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company a strong inducement to locate the Project in the County.

Section 5.9 Limited Obligation. **ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.**

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Clerk to County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of Oconee County
Council
Oconee County, South Carolina

Attest:

Elizabeth G. Hulse, Clerk to Oconee
County Council
Oconee County, South Carolina

CASTO OCONEE, LLC

By: _____

Its: Operating Manager

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, AND FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2015-2016 fiscal year for Oconee County (the "County") for ordinary county purposes:

General Fund	\$ 42,428,739
Special Revenue Funds:	
Emergency Services Protection	\$ 1,702,000
Road Maintenance Fund	\$ 1,282,600
Tri-County Tech Operations	\$ 1,786,000
Victim Services - Sheriff's Office	\$ 139,320
Victim Services - Solicitor's Office	\$ 63,000
911 Fund	\$ 504,000
Capital Project Funds:	
Bridge & Culvert	\$ 1,725,000
Capital Lease Purchase	\$ 4,111,551
Economic Development	\$ 2,812,000
Enterprise Funds:	
Rock Quarry	\$ 3,303,500
Broad Band (FOCUS)	\$ 2,282,419
Debt Service Fund	<u>\$ 3,046,679</u>
TOTAL	\$ 65,186,808

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the Oconee County Budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2015 and ending June 30, 2016. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

SECTION 3

A tax of 2.1 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated, for expenditures in an amount not to exceed \$1,786,000, for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,702,000, for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 5

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property within the special tax district, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not to exceed \$1,282,600, for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within the special tax district in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund

for the fiscal year beginning July 1, 2015 and ending June 30, 2016. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 6

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in an amount not exceed \$1,725,000, for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 7

A tax of 2.2 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated not to exceed \$2,812,000, for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2015 and ending June 30, 2016. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

SECTION 8

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, and 911 Fund, special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

SECTION 9

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2015, as a part of the budget authorized by this Ordinance.

SECTION 10

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this ordinance.

SECTION 11

All unexpended appropriations as of June 30, 2015, except for those specifically carried forward by this ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated.

SECTION 12

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

SECTION 13

The fees authorized for all county departments to charge for services of the county and to use for operations of the county are as set forth in a schedule of fees. This schedule of fees attached hereto, as ATTACHMENT A, is incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the fees are hereby approved to be charged by the appropriate county departments.

SECTION 14

The County began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on behalf of employees and county retirees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are hereby incorporated herein by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The county administrator is authorized to administer this plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the Fiscal year beginning on July 1, 2015 and ending on June 30, 2016. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

SECTION 15

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 16

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded and repealed.

SECTION 17

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2015.

SECTION 18

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this ___ day of June, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading (Title Only): May 5, 2015
Second Reading: May 19, 2015
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
BUDGET PROVISOS FOR FISCAL YEAR 2015-2016
ORDINANCE 2015-01**

Section 1

The appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made shall be liable upon his official bond.

Section 2

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

Section 3

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

Section 4

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

Section 5

No officer, elected official or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

Section 6

The County Council may transfer funds from any fund, department, activity or purpose to another by normal Council action, subject to all other applicable legal requirements. The County Administrator shall be authorized to transfer appropriations between departments within a fund. All transfers authorized by this section are subject to the overall appropriation limits of this Ordinance.

Section 7

For any equipment, vehicle or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

Section 8

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate, by the Internal Revenue Service, at any given time.

Section 9

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The rates will be \$8 for breakfast, \$12 for lunch and \$15 for dinner. Per Diem for breakfast will be reimbursed if the employee is required to leave home before 7:30 a.m. Per Diem for dinner will be reimbursed if the employee returns home after 6 p.m. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

Section 10

The First Fifteen Hundred Dollars (\$1500) of Oconee County building permit fees (under Community Development on the attached, and incorporated Oconee County Departmental Fees Schedule for this budget year) and related and associated Building Code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States ("IRS"), only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached, incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

Section 11

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2014 and ending June 30, 2015.

Section 12

The Oconee County fund balance policy, as stated and established in Oconee County Resolution R2011-09, is hereby implemented as a part of this budget. Oconee County Council hereby sets the following amounts of fund balance for the respectively stated purposes:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$2,411,628
Assigned funds for the Healthcare Reserve General Fund balance:	\$3,845,213
Assigned funds for OJRSA Economic Development Fund:	\$1,220,000

Section 13

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**

Section 14

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

Section 15

Oconee County receives federal, state and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this ordinance.

Section 16

The Oconee County Administrator is authorized and directed to negotiate and execute, on behalf of Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, individually negotiated contracts for service and services under Oconee FOCUS, in accordance with the parameters and guidelines attached hereto as **ATTACHMENT D**.



2015-01

Attachment A

**Oconee County, South Carolina
Fees Schedule
2015-2016 Budget**

Description	Rate	FY 2015 Fees	FY 2016 Fees
General County Fees			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
Copies			
8.5 X 11	Per Page	\$0.25	\$0.25
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.50
County Road Maps			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
County Road Map Bulk (50 or More)	Per Map	\$1.50	\$1.50
Departmental Fees			
Animal Control			
Dog Adoption Fee	Per Dog	\$75.00	\$75.00
Cat Adoption Fee	Per Cat	\$65.00	\$65.00
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee		\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Boarding Fee - Cat or Dog	Per Day	\$5.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Large Animal	Per Day	\$10.00	\$15.00
Airport			
T-Hanger Rental Rates	Per Month	\$145.00	\$145.00
1995 T-Hangers A, B, and Box D (27)	Per Month	\$225.00	\$225.00
New T-Hangers E (8)	Per Month	\$250.00	\$250.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$10.00	\$10.00
After-Hour Callout Fee		\$80.00	\$80.00
Ramp Fee - Transient Business Planes Over 15,000 Pounds		\$50.00	\$50.00
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 150 gallons or more (only corporate aircraft based at Oconee's Airport)	\$0.10 reduction for 150 gallons or more (only corporate aircraft based at Oconee's Airport)
Airport customers who purchase 200 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 200 gallons or more	\$0.10 reduction for 200 gallons or more
Auditor			
Temporary Tags		\$5.00	\$5.00
Community Development			
(See Section 12 of Provisions to the Oconee County Budget for this year)			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$0.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$50.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$0.00	\$50.00
Manufactured Homes			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Tile Fee		\$40.00	\$40.00
Manufactured Home Moving Permit		\$20.00	\$20.00
Other Permits			
Moving Permits (Structures Other Than Manufactured Homes)		\$50.00	\$50.00
Sign Fees			
Less Than 75 Square Feet		no fee	no fee
75 Square Feet to 200 Square Feet		\$100.00	\$100.00
Greater Than 200 Square Feet		\$300.00	\$300.00
Penalties			
(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$50.00	\$50.00

Oconee County, South Carolina
Fees Schedule
 2015-2016 Budget

Description	Rate	FY 2015 Fees	FY 2016 Fees
Community Development - Continued			
Stop Work Order Fee - Still be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Basic Plat Review - New for FY 2015		\$25.00	\$25.00
Subdivision Review - Minor Subdivision, Less Than 4 Units		\$50.00	\$50.00
Subdivision Review - Minor Subdivision 4 to 10 Units		\$100.00	\$100.00
Subdivision Review - Major Subdivision		\$100.00	\$100.00
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Collocate		\$3,000.00	\$3,000.00
Communication Tower Annual Fee - New for FY 2015	Annual Fee	\$1,000.00	\$1,000.00
WiFi Tower - New for FY 2015		\$250.00	\$250.00
Group Homes		\$50.00	\$50.00
Security Oriented Business	Annual Fee	\$1,000.00	\$1,000.00
Security Oriented Business Employee	Per Employee	\$25.00	\$25.00
Sign Permit - Billboard		\$100.00	\$100.00
Tattoo Facilities		\$1,000.00	\$1,000.00
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.10 per page	\$5.00 + \$0.10 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$5.00	\$5.00
Maps - 24 X 36	Each	\$7.00	\$7.00
Maps - 36 X 48	Each	\$8.00	\$8.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$30.00	\$30.00
Non-CFD Rezoning Application Fee	Per Parcel	\$25.00	\$25.00
Appeals, Variances, and Special Exception Application Fee		\$100.00	\$100.00
Zoning Permit Fee - New for FY 2015		\$25.00	\$25.00
County Council			
Audio CD	Per Event	\$5.00	\$5.00
Delinquent Tax Collector			
Administrative Fee		\$10.00	\$10.00
GIS			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$30.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$30.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$8.00
GIS E - 36 X 48		\$8.00	\$10.00
GIS A - 8.5 X 11 (aerial Imagery) New for 2016			\$5.00
GIS B - 11 X 17 (aerial Imagery) New for 2016			\$10.00
GIS C - 18 X 24 (aerial Imagery) New for 2016			\$12.00
GIS D - 24 X 36 (aerial Imagery) New for 2016			\$14.00
GIS E - 36 X 48 (aerial Imagery) New for 2016			\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Library			
Overdue Fines			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00	Per Day	\$0.10	\$0.10
Per Book, Magazine, or Music CD			
Videos and DVD's - Up to a Maximum of \$5.00 Per Item	Per Day	\$1.00	\$1.00
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
Miscellaneous			
Lost Materials - Books, CDs, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.10	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$50.00	\$50.00

* Not charged to patrons from Anderson and Pickens Counties who are in good standing with their libraries, or

Oconee County, South Carolina
Fees Schedule
 2015-2016 Budget

Description	Rate	FY 2015 Fees	FY 2016 Fees
Map Room			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$30.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$20.00	\$20.00
Custom Scan and Prints	Per Hour	\$30.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$6.00	\$6.00
GIS D - 24 X 36		\$7.00	\$8.00
GIS E - 36 X 48		\$8.00	\$10.00
GIS A - 8.5 X 11 (aerial imagery) New for 2016			\$5.00
GIS B - 11 X 17 (aerial imagery) New for 2016			\$10.00
GIS C - 18 X 24 (aerial imagery) New for 2016			\$12.00
GIS D - 24 X 36 (aerial imagery) New for 2016			\$14.00
GIS E - 36 X 48 (aerial imagery) New for 2016			\$16.00
Tax Map Grid with Roads		\$3.00	\$3.00
Voting Precincts and Council Districts		\$3.00	\$3.00
Parks, Recreation and Tourism			
Admission Fees (All Parks)			
Daily Parking	Per Vehicle	\$2.00	\$2.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$15.00	\$15.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
Camping (All Parks)			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
Winter Camping Rate (November 1 - February 28)	Per Night	\$15.00	\$15.00
All campers must have current license plates. No site may be occupied for more than 14 days (20) days.			
Building Reservations (All Parks)			
A security deposit is required, but refundable if facility and area left clean.			
Recreation Building - 1 to 50 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00
Recreation Building - 201 to 300 People	1/2 Day	\$275.00	\$275.00
Recreation Building - 301 or More People	Full Day Only	\$450.00	\$450.00
Picnic Shelters			
Chau Ram Park			
Picnic Shelter #1 - Maximum Number of 35 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 35 People	1/2 Day	\$30.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
South Cove Park			
Pavilion	1/2 Day	\$50.00	\$50.00
High Falls Park			
Shelters - 1 to 50 People	1/2 Day	\$30.00	\$30.00
Shelters - 51 to 75 People	1/2 Day	\$40.00	\$40.00
Shelters - 76 to 100 People	1/2 Day	\$60.00	\$60.00
Shelters - 101 to 150 People	1/2 Day	\$80.00	\$80.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
Rehearsal Dinners and Receptions (For Off-Site Weddings)			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 or More People		see recreation building rates	see recreation building rates
Miscellaneous			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00

Oconee County, South Carolina
Fees Schedule
 2015-2016 Budget

Description	Rate	FY 2015 Fees	FY 2016 Fees
Probate			
Estate and Conservatorship Fees			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$50,000		\$67.50	\$67.50
(4) Property Valuation of \$50,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 But Less Than \$500,000		\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$500,000	\$95.00 + 0.15 of one percent of the property valuation between \$100,000 and \$500,000
(6) Property Valuation of \$500,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$500,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$500,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Affidavit for Collection of Personal Property Where the Property Valuation is Less Than \$100,000		\$12.50	\$12.50
Filing Initial Petition in Any Action or Proceeding Other Than Items (1) Through (6) Above. Same Fee as Charged for Filing Civil Actions in Circuit Court		\$150.00	\$150.00
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	\$5.00 + \$0.25 per page copy fee
Issuing Exemplified/Authenticated Copy		\$20.00	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
Marriage Fees			
Marriage License - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	\$20.00
Marriage Ceremony Fee - Oconee County Resident		\$10.00	\$10.00
Marriage Ceremony Fee - Out of County Resident		\$15.00	\$25.00
Marriage License Fee - (Total Cost) - Oconee County Resident		\$30.00	\$30.00
Marriage License Fee - (Total Cost) - Out of County Resident		\$45.00	\$45.00
Certified Copy of Marriage License		\$5.00	\$5.00
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$6.75
Newspaper Advertisement Fees			
Keowee Courier/Westminster News		\$25.00	\$25.00
Daily Journal		\$75.00	\$75.00

Oconee County, South Carolina
Fees Schedule
2015-2016 Budget

Description	Rate	FY 2015 Fees	FY 2016 Fees
Register of Deeds			
Deeds and Mortgages		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$6.00 for first page \$1.00 for each additional	\$6.00 for first page \$1.00 for each additional
Affidavit of Missing Assignment		\$10.00	\$10.00
Leases, Contract of Sale, or Trust Instrument		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Satisfaction of Real Estate Mortgage		\$5.00	\$5.00
Plat Larger Than 5.5 X 14		\$10.00	\$10.00
Plat of "Legal Size" Dimensions or Smaller		\$5.00	\$5.00
Plats Larger Than 17 X 24		\$20.00	\$20.00
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Power of Attorney, Trustee Qualification, or Other Appointment		\$15.00 more than 4 pages \$1.00 per additional	\$15.00 more than 4 pages \$1.00 per additional
Mechanics Liens		\$10.00 more than 4 pages \$1.00 per additional	\$10.00 more than 4 pages \$1.00 per additional
Cancellation of Mechanics Lien		\$5.00	\$5.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00, each additional debtor more than two \$2.00; continuations \$4.00; amendments \$8.00; assignments \$5.00; partial release \$4.00	\$8.00; more than 2 pages \$10.00; more than two debtors \$10.00; each additional debtor more than two \$2.00; continuations \$6.00; amendments \$8.00; assignments \$8.00; partial release \$6.00
Public Finance Transaction and Manufactured Home Transactions		\$20.00	\$20.00
Copies Mailed \$1.00 to Certify		\$5.00 for 4 pages then \$.25 per additional page	\$5.00 for 4 pages then \$.25 per additional page
Copies - 8.5 X 11	Per Page	\$0.25	\$0.25
Copies - 8.5 X 14	Per Page	\$0.25	\$0.25
Copies - 11 X 17	Per Page	\$0.50	\$0.50
Roads and Bridges			
Sign Fee - Municipalities		materials cost	materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$90.00	\$90.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$200.00 + \$10.00 per sq ft	\$250.00 + \$10.00 per sq ft
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft	\$60.00 + \$0.10 per linear ft
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost

Oconee County, South Carolina
Fees Schedule
2015-2016 Budget

Description	Rate	FY 2015 Fees	FY 2016 Fees
Rock Quarry			
# 1 Crusher Run 1 1/2"		\$8.75	\$9.50
# 2 Crusher Run (Sap Rock)		\$7.00	\$7.75
# 3 Surge 2" x 3"		\$11.00	\$11.75
# 4 Screenings		\$4.25	\$5.00
# 5 5/8" 1"		\$10.75	\$11.50
# 6 7/8" 3/8" x 1/2"		\$10.25	\$11.00
# 7 Class A Rip Rap 4" x 6"		\$12.50	\$13.25
# 8 Class B Rip Rap 3" x 15"		\$12.75	\$13.50
# 9 Asphalt Sand		\$8.00	\$8.75
#13 Class E Rip Rap (Boulders Larger than 2")		\$18.00	\$18.75
#14 Flat Boulders		\$21.00	\$21.75
#15 Class C Rip Rap 15" x 21"		\$13.00	\$13.75
#16 Class D Rip Rap 21 1/2" x 27"		\$13.25	\$14.00
Sheriff			
Civil Fees			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Affidavit of Non-Service	Each	\$5.00	\$5.00
Trespass Notice	Each		\$15.00
Other	Each	\$15.00	\$15.00
Miscellaneous			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00
Solid Waste			
MSW Transfer Station Tipping Fee	Per Ton	\$48.00	\$48.00
C and D Landfill Tipping Fee (Rate was last set in 1998.)	Per Ton	\$30.00	\$30.00
Mulch	Per Scoop	\$10.00	\$10.00
Solicitor			
Worthless Check Fee		\$50 for checks up to \$500, \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater	\$50 for checks up to \$500, \$100 dollars for checks \$500 to \$1000 and \$150 for checks \$1000 or greater
Treasurer			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00



2015-01

Attachment B

**AMENDMENT 2015-01
Oronee County
Effective: May 1, 2015**

As of the effective date above, the following changes will be implemented:

PRE-AUTHORIZATION

The second paragraph in the PRE-AUTHORIZATION section will be updated as follows:

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Pre-Authorization to determine the Medical Necessity of such Admission or Benefit. The Group Health Plan reserves the right to add or remove Benefits that are subject to Pre-Authorization. Each Participant is responsible for obtaining Pre-Authorization and the appropriate review. If Pre-Authorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Pre-Authorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Pre-Authorization for Admissions to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Pre-Authorization is obtained through the following procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Pre-Admission Review.
2. For all Admissions that result from an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Emergency Admission Review.
3. For Admissions that are anticipated to require more days than approval through the initial review process, Pre-Authorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Pre-Authorization, Pre-Authorization is granted or denied in the course of the Pre-Authorization process.
5. For items requiring Pre-Authorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Pre-Authorization are listed on the Schedule of Benefits.

The following item in the MEDICAL, SCHEDULE OF BENEFITS, INPATIENT HOSPITAL SERVICES section will be added as follows:

INPATIENT HOSPITAL SERVICES: Pre-Authorization required	PPO:	Non-PPO:
Residential Treatment Facility:	80%	80%

MEDICAL BENEFITS

The following item will be added to the MEDICAL BENEFITS section:

General Expenses of a Residential Treatment Center:

MEDICAL EXCLUSIONS AND LIMITATIONS

The following items in the MEDICAL EXCLUSIONS AND LIMITATIONS section will be updated as follows:

42. Admissions or portion thereof for custodial care or long-term care including:
 - A. Rest care;
 - B. Long-term acute or chronic psychiatric care;
 - C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to, walking, movement, bathing, dressing, feeding, walking, continence, eating, food preparation and taking medication);
 - D. Care in a sanatorium;
 - E. Custodial or long-term care; or
 - F. Psychiatric or Substance Abuse residential treatment when provided at therapeutic schools; wilderness/outcome therapy; therapeutic boarding homes; halfway houses; and therapeutic group homes.

ELIGIBILITY FOR COVERAGE

The following item in the ELIGIBILITY section will be removed in its entirety:

Eligibility:

Pre-Existing Condition Exclusion Period: Applies only to claims with dates of service prior to June 1, 2014.	Each Participant age 19 or older may serve a twelve-month Pre-Existing Condition Exclusion Period, less any Creditable Coverage the Participant can provide. Any Participant who is a Late Enrollee will serve an eighteen-month Pre-Existing Condition Exclusion Period. See the Eligibility for Coverage section for information on qualifying for Special Enrollment.
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DEFINITIONS

The following items will be added to the DEFINITIONS section:

Residential Treatment Center: a licensed institution, other than a Hospital, which meets all six of these requirements:

1. Maintains permanent and full-time Facilities for bed care of resident patients; and
2. Has the services of a Psychiatrist (Addictionologist), when applicable or Physician extender available at all times and is responsible for the diagnostic evaluation, provides face-to-face evaluation services with documentation a minimum of once/week and PEN as indicated; and
3. Has a Physician or registered nurse (RN) present onsite who is in charge of patient care along with one or more registered nurses (RNs) or licensed practical nurses (LPNs) onsite at all times (24/7); and
4. Keeps a daily medical record for each patient; and
5. Is primarily providing a continuous structured therapeutic program specifically designed to treat behavioral health disorders and is not a group or boarding home, boarding or therapeutic school, halfway house, sober living residence, wilderness camp or any other facility that provides Custodial Care; and
6. Is operating lawfully as a residential treatment center in the area where it is located.

The following items in the DEFINITIONS section will be updated as follows:

Dependent: an individual who is:

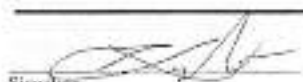
1. An Employee's spouse, which is any individual who is legally married under any state law; or
2. A Child under the age set forth in the Eligibility for Coverage section; or
3. An Incapacitated Dependent.

The following items will be removed from the DEFINITIONS section:

Mental Health Conditions: certain psychiatric disorders or conditions defined in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and are not otherwise excluded by the terms and conditions of this Plan of Benefits. The conditions as mandated by the State of South Carolina are:

1. Bipolar Disorder;
2. Major Depressive Disorder;
3. Obsessive Compulsive Disorder;
4. Paranoid and Other Psychotic Disorder;
5. Schizoaffective Disorder;
6. Schizophrenia;
7. Anxiety Disorder;
8. Post-traumatic Stress Disorder; and
9. Depression in childhood and adolescence.

Pre-Existing Condition(s): a physical or mental condition, regardless of the cause, for which medical advice, diagnosis, care or treatment was received or recommended during the six (6) month period preceding the Enrollment Date, if applicable. Genetic Information may not be treated as a Pre-Existing Condition in the absence of a diagnosis of the specific condition related to the Genetic Information. Pre-Existing Condition applies only to Participants age 19 or older for claims with dates of service prior to June 1, 2014.

	_____ County Administrator
Signature	Title
T. Scott Moulder	April 27, 2015
Typed/Printed Name	Date

Disclaimer:

In order for amendments to your plan to take effect, a signature is required from the person authorized to oversee your benefit plan. Requests for amendment should be signed within 30 days. Please sign and return to PAD on or before May 21, 2015.

SELF-FUNDED PLAN DOCUMENT FOR



GROUP MEDICAL PLAN

Effective Date: May 1, 2014

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Capitalized terms are defined in the Definitions section of this Plan Document.

ABOUT YOUR PLAN

Because of the dramatic increase in the cost of medical care, group health Plans encourage and reward those covered individuals who are active in their purchase of medical services.

Please review this booklet, which describes your health Plan. Be a proactive medical consumer and assume the major role in keeping the cost of medical services at a minimum.

Your Plan Sponsor has established a comprehensive Group Health Plan ("Plan") for its Employees. In connection with the Plan, your Plan Sponsor has retained the services of *Pharmaceutical Administration, Inc. ("PAI")* as third-party administrator to process and pay health claims and to provide administrative services in connection with the operation of this Plan of Benefits. PAI has contracted with Blue Cross and Blue Shield of South Carolina Preferred Blue, First Health and First Health Travel as the Preferred Provider Organization ("PPO").

You will receive maximum Benefits when you use Providers who participate in the PPO Program (the term "PPO Providers" is explained further below) and when you obtain authorization (when required) for services. You will pay more if you do not use PPO Providers or if you do not obtain prior authorization (unless it is an emergency). The following information explains how to obtain authorization for services or supplies covered under this Plan.

It is your responsibility to ensure that your Provider is a PPO Provider. You should verify your Provider's status before services are rendered. To verify whether your Provider is a PPO Provider, you may:

- Ask the Provider if they participate in the PPO program referenced above.
- See the appropriate website for Provider information. Link available on www.fhsa.com.
- Call PAI.*

* The methods of verifying PPO participation may have timing differences between when a Provider is participating in the PPO or terminating from the PPO. The preferable method of obtaining the most correct information is to ask your Provider.

For South Carolina Employees, the Blue Cross and Blue Shield Preferred Blue Network is the PPO for this Group Health Plan. For Employees living outside of South Carolina, the PPO is First Health. Employees working outside of their home networks, will have access to Fast Health Travel.

PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, Hospices, doctors and other Providers of medical services and supplies (as listed in the Definitions section) that have a written agreement with the PPO. Under this agreement with the PPO, PPO Providers will do the following:

- File all claims for Benefits or supplies with PAI;
- Ask you to pay only the Deductible, per occurrence Co-payments and Coinsurance amounts, if any, for Benefits;
- Accept the preferred allowance as payment in full for Covered Expenses; and
- Make sure that all necessary approvals are obtained from the Medical Services Department.

Non-PPO Providers include Hospitals, Skilled Nursing Facilities, Home Health Agencies, Hospices, doctors and other Providers of medical services and supplies that are not under contract with the PPO. Non-PPO Providers can bill you their usual charge. They may ask you to pay the total amount of their charges at the time you receive services or supplies, or to file your own claims, and you will need to obtain any necessary approvals for benefits to be paid. In addition to Deductibles and Coinsurance, you are responsible for the difference between the Non-PPO Provider's charge and the Allowed Amount for Covered Expenses.

Although Benefits typically are reduced when you use a Non-PPO Provider, Benefits provided by a Non-PPO Provider will be covered at the PPO Provider level under the following circumstances:

- In the event treatment is for an Emergency Medical Condition as defined in this Plan of Benefits and PPO Provider care is not available;
- For Dependents living out of state;
- For treatment by a Specialist when a PPO Provider Specialist is not available;
- For Non-PPO Provider ancillary services rendered in a PPO Provider Hospital, and/or
- The Participant requires a transplant and the procedure is performed in a Centers of Excellence (COE) facility.

Out-of-area Emergency Provision—If a Participant receives care for an Emergency Medical Condition from a Non-Participating Provider, the Plan will pay for Benefits at a PPO Provider level of Benefits if all of these conditions are met:

- You were traveling for reasons other than seeking medical care when the Emergency Medical Condition occurred;
- You were treated for an Accidental Injury or new Emergency Medical Condition.

Benefits under this provision are subject to the Deductibles, Co-payments, Coinsurance and all Plan of Benefits maximums, limits and exclusions.

If you have claims that meet all of these conditions, write or call PAI. PAI will review your claims to determine if additional Benefits can be provided.

Customer Service

PAI is committed to helping you understand your coverage and obtain maximum Benefits on your claims. If you have questions about your coverage, you may call or write PAI at the following:

Plan Administrators, Inc.
Attn: Claims
P.O. Box 6927
Columbia, SC 29268
1-800-768-4375
www.pai.com

Once a claim has been processed, you will have access to an Explanation of Benefits (EOB) at www.pai.com or by contacting customer service. An EOB also will be mailed to you. The EOB explains who provided the care, the kind of service or supply received, the amount billed, the Allowed Amount, the Coinsurance rate and the amount paid. It also shows Monthly Year Deductible information and the reasons for denying or reducing a claim.

Time Limits to File a Claim

Claims should be filed within 180 days of the date charges were incurred. Benefits are based on the Plan's provisions at the time the charges were incurred. Claims filed later than this date will be denied unless:

- a. it is not reasonably possible to submit the claim in that time; and
- b. the claim is submitted within one year from the incurred date. This one year period will only apply when the person is not legally capable of submitting the claim, and the Plan Administrator has final authority to decide whether there is sufficient cause for a claim to be considered beyond the 180 day filing limit.

Authorized Representatives and Representatives designated under Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Unless expressly permitted by law, you and your Dependent's PHI generally cannot be released to any other person without your or your Dependent's consent. However, there are instances when you may want someone to discuss your PHI with PAI or receive an Explanation of Benefits etc. to manage your care. In order to comply with applicable laws and also to comply with your request, you **MUST** sign a written authorization form. To obtain a copy of the form, please visit the PAI website at www.pai.com and click select "forms." You can print this form and mail to the PAI address or you can call 1-800-768-4375 for a copy of the form.

A Provider may be considered a Participant's authorized representative without a specific designation by the Participant when the claim subject is for an Urgent Care Claim. A Provider may be a Participant's authorized representative with regard to non-Urgent Care Claims for Benefits or an appeal of an Adverse Benefit Determination only when the Participant gives the Plan supervisor a specific written designation in a format that is reasonably acceptable to PAI or act as an authorized representative. All information and notifications will proceed to be directed to the Participant unless the Participant gives contrary directions.

This Plan Sponsor believes this Plan of Benefits is a "grandfathered health Plan" under the Affordable Care Act ("ACA"). As permitted by ACA, a grandfathered health Plan can preserve certain basic health coverage that already was in effect when that law was enacted. Being a grandfathered health Plan means that this Plan of Benefits may not include certain consumer protections of ACA that apply to other Plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health Plans must comply with certain other consumer protections in ACA, for example, the elimination of lifetime limits on Benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health Plan and what might cause a Plan to change from grandfathered health Plan status can be directed to the Plan Administrator at the number on the back of your Identification Card. For ERISA Plans, the Participant also may contact the Employee Benefits Security Administration, U.S. Department of Labor, at 1-866-444-3272 or ebsa.dol.gov/whatsnew/forms. This website has a table summarizing which protections do and do not apply to grandfathered health Plans.

PRE-AUTHORIZATION

To receive the necessary benefits, certain types of services and equipment and all Admissions require Pre-Authorization in order to be covered under the Plan. Depending on the type of service, either the Blue Cross Blue Shield of South Carolina Medical Review Department or Organization Benefit Alternatives, Inc. ("CBA") must give advance authorization for the services and equipment that require Pre-Authorization and for all Admissions.

All Admissions and some Benefits (as indicated herein or on the Schedule of Benefits) require Pre-Authorization to determine the Medical Necessity of such Admissions or Benefits. The Group Health Plan reserves the right to add or remove Benefits that are subject to Pre-Authorization. Each Participant is responsible for obtaining Pre-Authorization and the appropriate review. If Pre-Authorization is not obtained for an Admission or outpatient services and the Participant is still admitted, Benefits may be reduced (up to and including denial of all or a portion of the room and board charges associated with the Admission) as listed on the Schedule of Benefits. If a PPO fails to obtain Pre-Authorization, they are required to write off this reduced amount and cannot bill the Participant for this amount. The Participant is responsible for obtaining Pre-Authorization for Admission to a Non-PPO Provider facility, and the Participant will be responsible for any penalty or reduction in payable charges as stated in the Schedule of Benefits if approval is not obtained. Specific penalties for Mental Health Services, Mental Health Conditions and Substance Abuse Services are listed on the Schedule of Benefits. Pre-Authorization is obtained through the following procedures:

1. For all Admissions that are not the result of an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Pre-Admission Review.
2. For all Admissions that result from an Emergency Medical Condition, Pre-Authorization is granted or denied in the course of the Emergency Admissions Review.
3. For Admissions that are anticipated to require more days than approval through the usual review process, Pre-Authorization is granted or denied for additional days in the course of the Continued Stay Review.
4. For specific Benefits that require Pre-Authorization, Pre-Authorization is granted or denied in the course of the Pre-Authorization process.
5. For items requiring Pre-Authorization, the Medical Review Department or CBA must be called at the numbers listed below or on the Identification Card.

Items requiring Pre-Authorization are listed on the Schedule of Benefits.

Who to Call for Pre-Authorization

For Pre-Authorization for medical care, call the Blue Cross and Blue Shield of South Carolina Medical Review Department at 1-800-652-3076.

For Pre-Authorization for Mental Health Services, Mental Health Conditions or Substance Abuse Services, call CBA at 1-800-368-1032. CBA is a Mental Health and Substance Abuse subsidiary of Blue Cross and Blue Shield of South Carolina.

If you are unsure if Pre-Authorization is required, call PAI customer service. However, customer service representatives cannot give approval for services.

These numbers also are on the back of your Identification Card. Be sure to keep your Identification Card with you at all times, since you never know when you may need to reach us.

When you call for Pre-Authorization, you will be asked for the following information:

- Your name and ID number
- Participant's Employer
- The patient's name and relationship to you
- The Provider's name, address and phone number
- If applicable, the Hospital or Skilled Nursing Facility's name, address and phone number

- The reason the requested service, supply or Admission is necessary

After careful review, your Physician and Hospital will be notified whether the service, supply or Admission is approved as Medically Necessary and how long the approval is valid.

If you or a dependent is undergoing a human organ and/or tissue Transplant, written approval must be obtained in advance (and the procedure must be done at a facility that PAI designates). If PAI does not pre-approve these services in writing (or they are not done by a Provider PAI designates), then this Plan will not pay any Benefits.

If your Physician recommends services and supplies for you or your Dependent for any reason, make sure you tell your Physician that your health insurance Plan requires Pre-Authorization. Participating Providers will be familiar with this requirement and will get the necessary approvals.

Please note that if your claim for services or Benefits is denied, you may request further review under the guidelines set out in the Claims Filing and Appeal Procedures section of this booklet. Remember that a denial of a Pre-Authorization is a denied claim for purposes of an appeal.

CLAIM FILING AND APPEAL PROCEDURES

A. CLAIMS FILING PROCEDURES

1. Where a Participating Provider renders services, generally the Participating Provider should either file the claim on a Participant's behalf or provide an electronic means for the Participant to file a claim while the Participant is in the Participating Provider's office. However, the Participant is responsible for ensuring that the claim is filed.
2. Written notice of receipt of services on which a claim is based must be furnished to PAI at its address listed in this booklet, within twenty (20) days of the beginning of services, or as soon thereafter as is reasonably possible. Failure to give notice within the time does not invalidate or reduce any claim if the Participant can show that it was not reasonably possible to give the notice within the required time frame and if notice was given as soon as reasonably possible. Upon receipt of the notice, PAI will furnish to each claim form to be furnished to the Participant. If the claim form is not furnished within fifteen (15) days after PAI receives the notice, the Participant will be deemed to have complied with the requirements of this Plan of Benefits as to proof of loss. The Participant must submit written proof covering the character and extent of the services within the Plan of Benefits' time limit for filing proof of loss.
3. For benefits not provided by a Participating Provider, the Participant is responsible for filing claims with PAI. When filing the claim, the Participant will need the following:
 - a. A claim form for each Participant. Participants can get claim forms from PAI at the telephone number indicated on the Identification Card or via the website, www.gds.com.
 - b. Itemized bills from the Provider(s). These bills should consist of the following:
 - i. Provider's name and address,
 - ii. Participant's name and date of birth,
 - iii. Participant's Identification Card number,
 - iv. Description and cost of each service,
 - v. Date that each service took place, and
 - vi. Description of the illness or injury and diagnosis.
 - c. Participants must complete each claim form and attach the itemized bill(s) to it. If a Participant has other insurance that already paid on the claim(s), the Participant also should attach a copy of the other Plan's Explanation of Benefits notice.
 - d. Participants should make copies of all claim forms and itemized bills for the Participant's records, since they will not be returned. Claims should be mailed to PAI's address listed on the claim form.
4. PAI must receive the claim within ninety (90) days after the beginning of services. Failure to file the claim within the ninety (90) day period, however, will not prevent payment of Covered Expenses if the Participant shows that it was not reasonably possible to file the claim timely, provided the claim is filed as soon as is reasonably possible. Except in the absence of legal capacity, claims must be filed no later than twelve (12) months following the date services were received.
5. Receipt of a claim by PAI will be deemed written proof of loss and will serve as written authorization from the Participant to PAI to obtain any medical or financial records and documents useful in the Plan of Benefits. The Plan of Benefits, however, is not required to obtain any additional records or documents to support payment of a claim and is responsible to pay claims only on the basis of the information supplied at the time the claim was processed. Any party who submits medical or financial reports and documents to PAI on behalf of a Participant's claim will be deemed to be acting as the agent of the Participant. If the Participant desires to appoint an Authorized Representative in connection with such Participant's claims, the Participant should notify PAI for an Authorized Representative form.

6. There are four (4) types of claims: Pre-Service Claims, Urgent Care Claims, Post-Service Claims, and Consumer Care Claims. The Group Health Plan will make a determination for each type of claim within the following time periods:

a. Pre-Service Claim

- i. A determination will be provided (including an electronic form within a reasonable period of time, appropriate to the medical circumstances), but no later than fifteen (15) days from receipt of the claim.
- ii. If a Pre-Service Claim is improperly filed, or otherwise does not follow applicable procedures, the Participant will be sent notification within five (5) days of receipt of the claim.
- iii. An extension of fifteen (15) days is permitted if PAI (on behalf of the Group Health Plan) determines that, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial fifteen (15) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.

b. Urgent Care Claim

- i. A determination will be sent to the Participant in writing or in electronic form as soon as possible, taking into account the medical exigencies, but no later than seventy-two (72) hours from receipt of the claim.
- ii. If the Participant's Urgent Care Claim is determined to be incomplete, the Participant will be sent a notice to this effect within twenty-four (24) hours of receipt of the claim. The Participant then will have forty-eight (48) hours to provide the additional information. Failure to provide the additional information within forty-eight (48) hours may result in the denial of the claim.
- iii. If the Participant requests an extension of Urgent Care benefits beyond an initially determined period and makes the request at least twenty-four (24) hours prior to the expiration of the original determination period, the Participant will be notified within twenty-four (24) hours of receipt of the request for an extension.

c. Post-Service Claim

- i. A determination will be sent within a reasonable time period, but no later than sixty (30) days from receipt of the claim.
- ii. An extension of fifteen (15) days may be necessary if PAI (on behalf of the Group Health Plan) determines that, for reasons beyond the control of PAI, an extension is necessary. If an extension is necessary, PAI will notify the Participant within the initial thirty (30) day time period that an extension is necessary, the circumstances requiring the extension, and the date PAI expects to render a determination. If the extension is necessary to request additional information, the extension notice will describe the required information. The Participant will have at least forty-five (45) days to provide the required information. If PAI does not receive the required information within the forty-five (45) day time period, the claim will be denied. PAI will make its determination within fifteen (15) days of receipt of the requested information, or, if earlier, the deadline to submit the information. If PAI receives the requested information after the forty-five (45) days, but within two hundred twenty-five (225) days, the claim will be reviewed as a first-level appeal. Reference the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, for details regarding the appeals process.

d. **Continued Care Claim**

The Participant will be notified if there is to be any reduction or termination in coverage for ongoing care sufficiently in advance of such reduction or termination to allow the Participant time to appeal the decision before the Benefits are reduced or terminated.

7. **Notice of Determination**

- a. If the Participant's claim is filed properly, and the claim is in part or wholly denied, the Participant will receive notice of an Adverse Benefit Determination. This notice will:
 - i. State the specific reason(s) for the Adverse Benefit Determination.
 - ii. Reference the specific Plan of Benefits provisions on which the determination is based.
 - iii. Describe additional material or information, if any, needed to complete the claim and the reasons such material or information is necessary.
 - iv. Describe the claims review procedures and the Plan of Benefits and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action under section 502(a) of ERISA following an Adverse Benefit Determination on review.
 - v. Disclose any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination (or state that such information is available free of charge upon request); and
 - vi. If the reason for denial is based on a lack of Medical Necessity, or Experimental or Investigational services, exclusion or similar limitation, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request).
- b. The Participant will also receive a notice if the claim is approved.

B. APPEAL PROCEDURES FOR AN ADVERSE BENEFIT DETERMINATION

- 1. The Participant has one hundred eighty (180) days from receipt of an Adverse Benefit Determination to file an appeal. An appeal must meet the following requirements:
 - a. An appeal must be in writing, and,
 - b. An appeal must be sent (via U.S. mail or FAX) at the address or FAX number below:
Planet Administrators, Inc.
Attention: Appeals
P.O. Box 69127
Columbus, SC 29210
FAX: 1-803-879-8012
 - c. The appeal request must state that a formal appeal is being requested and include all pertinent information regarding the claim in QUESTION; and,
 - d. An appeal must include the Participant's name, address, identification number and any other information, documentation or materials that support the Participant's appeal.
- 2. The Participant may submit written comments, documents, or other information in support of the appeal, and will (upon request) have access to all documents relevant to the claim. A person other than the person who made the initial decision will conduct the appeal. No deference will be afforded to the initial determination.
- 3. If the appealed claim involves an exercise of medical judgment, the Plan Sponsor will consult with an appropriately qualified health care practitioner with training and experience in the relevant field of medicine. If a health care professional was consulted for the initial determination, a different health care professional will be consulted on the appeal.

4. **The final decision on the appeal will be made within the time periods specified below:**

- a. **Pre-Service Claim**
PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than thirty (30) days after receipt of the appeal.
- b. **Urgent Care Claim**
The Participant may request an expedited appeal of an Urgent Care Claim. This expedited appeal request may be made orally, and the Plan Sponsor will communicate with the Participant by telephone or facsimile. The Plan Sponsor will decide the appeal within a reasonable period of time, taking into account the medical circumstances, but no later than seventy-two (72) hours after receipt of the request for an expedited appeal.
- c. **Post-Service Claim**
PAI (on behalf of the Group Health Plan) will decide the appeal within a reasonable period of time, but no later than sixty (60) days after receipt of the appeal.
- d. **Continued Care Claim**
The Plan Sponsor will decide the appeal of Continued Care Claims within the time frames set forth in the Claims Filing and Appeal Procedures section, B. Appeal Procedures for an Adverse Benefit Determination, items 4 a-c, depending on whether such claim also is a Pre-Service Claim, an Urgent Care Claim or a Post-Service Claim.

5. **Notice of Final Internal Appeals Determination**

- a. If a Participant's appeal is denied in whole or in part, the Participant will receive notice of an Adverse Benefit Determination.
 - i. State specific reason(s) for the Adverse Benefit Determination.
 - ii. Reference specific provision(s) of the Plan of Benefits on which the Benefit determination is based.
 - iii. State that the Participant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claim for Benefits.
 - iv. Disclose and provide any internal rule, guideline, or protocol relied on in making the Adverse Benefit Determination.
 - v. If the reason for an Adverse Benefit Determination on appeal is based on a lack of Medical Necessity, or Experimental or Investigational services or other limitation or exclusion, explain the scientific or clinical judgment for the determination (or state that such information will be provided free of charge upon request); and
 - vi. Include a statement regarding the Participant's right to bring an action under section 502(a) of ERISA.
- b. The Participant will also receive a notice if the claim on appeal is approved.
- c. The Plan Sponsor may retain PAI to assist the Plan Sponsor in making the determination on appeal. Regardless of its assistance, PAI is acting only in an advisory capacity and is not acting in a fiduciary capacity. The Plan Sponsor at all times retains the right to make the final determination.

CASE MANAGEMENT

Case management is provided through a contract between PAI and Nine Cross Blue Shield of South Carolina.

COMPREHENSIVE CASE MANAGEMENT

In the event of a serious or catastrophic illness or injury, this Plan of Benefits provides for a comprehensive case management program. The comprehensive case management program is a patient-centered approach in developing a comprehensive plan of cost-effective health care. The services provided under the case management program include:

- A. Evaluation and assistance for the Participant to help develop a plan of services to meet specific needs;
- B. Assistance with obtaining unusual equipment or supply needs;
- C. Assistance in home care planning and implementation;
- D. Arrangements for needed nursing/caregiver services;
- E. Providing help with assessment of rehabilitation needs and Provider arrangements;
- F. Offering appropriate and effective alternative care/therapy suggestions for Mental Health Services and/or Substance Abuse Services as determined by medical care teams;
- G. Monitoring and ensuring treatment programs and interventions for Mental Health Services and/or Substance Abuse Services; and
- H. Functioning as an effective resource for information on treatment facilities and available care for Mental Health Services and/or Substance Abuse Services.

The case management program is voluntary and will not provide Benefits in excess of those regularly available under the Plan.

ALTERNATIVE TREATMENT PLAN UNDER CASE MANAGEMENT

In the course of the case management program, the Plan Administrator shall have the right to alter or waive the normal provisions of this Plan of Benefits when it is reasonable to expect a cost-effective result without a sacrifice to the quality of patient care.

Benefits provided under this section are subject to all other Plan of Benefits provisions. Alternative care will be determined on the terms of each individual case, and any care or treatment provided will not be considered as setting any precedent or creating any future liability with respect to this Participant or any other Participant. Nothing contained in this Plan of Benefits shall obligate the Plan Administrator to approve an alternative treatment plan.

MINIMUM SCHEDULED BENEFITS

This Schedule of Benefits and the Benefits described herein are subject in all terms and conditions of the Plan of Benefits. In the event of a conflict between the Plan of Benefits and this Schedule of Benefits, the Schedule of Benefits shall control. Capitalized terms used in this Schedule of Benefits have the meaning given to such terms in the Plan of Benefits. Percentages stated are those paid by the Group Health Plan. Covered Expenses will be paid only for Benefits that are Medically Necessary.

Benefit Year is from January 1st – December 31st.

DEDUCTIBLE

Benefit Year Deductible: Benefits with an "M" indicate that the Benefit Year Deductible is waived.	\$500 per Participant per Benefit Year at a Participating Provider, limited to \$900 per family. \$850 per Participant per Benefit Year at a Non-Participating Provider, limited to \$1,600 per family.
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Benefit Year Deductible and any Co-payments must be met before any Covered Expenses are paid. The Co-payment for each Hospital Admission is \$250 at a Participating Provider and \$500 at a Non-Participating Provider.

MAXIMUMS

Annual Out-of-Pocket Maximum:	\$7,000 per Participant and \$9,000 per family at a Participating Provider \$9,500 per Participant and \$15,000 per family at a Non-Participating Provider Allowed Amounts are paid at 100% after the Out-of-Pocket Maximum is met. Covered Expenses that are applied to the Out-of-Pocket Maximum shall contribute to both the Participating and Non-Participating Provider Out-of-Pocket Maximums. Benefit Year Deductibles, Penalties and Co-payments do not contribute to the Out-of-Pocket Maximum determination, nor does the percentage of reimbursement change from the amount indicated on the Schedule of Benefits.
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Pre-Authorization Requirements

- All Admissions require Pre-Authorization—If Pre-Authorization is not obtained for services at a Participating Provider, room and board charges will be denied. Pre-Authorization for services at a Non-Participating Provider is your responsibility, and you will be responsible for the full \$1,000 if it is not obtained.

INPATIENT HOSPITAL SERVICES (Inpatient services required)	PPG	Non-PPG
Room and Board:		60%
Semi-private room rate	80%	
Private room rate	90%	
Skilled Nursing Facility:	80%	60%
Limited to 100 days per Benefit Year—Per Admission. Co-pay does not apply.		
Physical Rehabilitation Facility:	80%	60%
Intensive Care Unit, Cardiac Care Unit, Burn Unit	80%	60%
Newborn Nursery:	80%	60%
Physician Expenses:	80%	60%
Radiology/Pathology Charges:	80%	60%
Mental Health or Substance Abuse:	80%	60%
Anesthesia:	80%	60%
Inpatient Prescription Drugs Only:	80%	60%

OUTPATIENT SERVICES:	PPG	Non-PPG
Hospital Surgical Services:	80%	60%
Hospital and Physician Charges:	80%	60%
Emergency Room Charges:	\$100 co-pay per visit, does not apply	\$100 co-pay per visit, does not apply
Co-pay waived if admitted		0% (50%)
Pre-Admission Testing:	80%	60%
Anesthesia:	80%	60%
Cardiac Rehabilitation:	80%	60%
Mental Health or Substance Abuse:	80%	60%
Diagnostic X-ray, Laboratory, Pathology, and Radiology:	80%	60%

PHYSICIAN OFFICE SERVICES:	PPG	Non-PPG
Surgery:	\$25 co-pay, then *100%	60%
Physician Office Visit: Including Lab, X-ray, Pathology, Radiology, Supplies, Mental Health, Substance Abuse, Injections, MRI, CT Scans or Allergy Services	\$25 co-pay, then *100%	60%
Allergy Injections: Co-pay applies with or without Office Visit	\$25 co-pay, then *100%	60%
Blink Control Device Surgery: Includes Implants, IUD and Nerveless	\$25 co-pay, then *100%	60%
Radiology, Pathology, X-ray, Labs, Supplies, MRI, CT Scans and Injections (other than Allergy Injections) billed separate from Office Visit: Note: Office Visit co-pay applies to all services rendered in a physician's office and billed by the physician. Lab, X-ray or other services billed by another entity will be subject to applicable network and insurance provisions.	80%	60%
Diagnostic Hearing Exam:	\$25 co-pay, then *100%	60%

PHYSICIAN OFFICE SERVICES:	PPG	Non-PPG
Chiropractic Care: Limited to 24 visits per Benefit Year	80%	60%
Hospice Care:	80%	60%
Bereavement Counseling: Limited to 3 visits within 12 months of death	*100%	80%
Home Health Care:	80%	60%
Durable Medical Equipment (DME):	80%	60%
Prosthetics:	80%	60%
Second Surgical Opinion (no mandator):	*100%	*100%
Human Organ/Tissue Transplant:	80%	60%
Pre-Authentication required		
Audiology:	*90%	*80%
Physical/Occupational/Speech Therapy:	80%	60%
Radiation Therapy and Chemotherapy:	80%	60%
Diagnostic Colonoscopy:	80%	60%
Dentistry: Limited to initial appliance only	80%	60%
Maternity Care:	80%	60%
Private Day Nursing:	80%	60%
Refractive Eye Surgery: Includes Lens, PRK, Retinal Keratotomy and any similar procedure. Limited to lifetime maximum of \$1,000 per eye.	50%	50%
Wig after Chemotherapy:	*80%	*80%
All Other Reading:	80%	60%

WELLNESS SERVICES:	PPG	Non-PPG
Co-pay only applies if office visit is billed		
Annual Physical Exam:	\$25 co-pay, then *100%	*60%
Annual Gynecological Exam or Prostate Exam:	\$25 co-pay, then *100%	*60%
Well-Child Care: Immunizations are covered at 100% and subject to Benefit Year deductible or co-pay up to age 6 - Flu shots are not included	\$25 co-pay, then *100%	*60%
Routine Mammograms: Limited to one every 2 years for women age 40-50; one per year for women over age 50; and one per year upon Physician's orders for women at risk	*100%	*60%
Routine Colonoscopies: Limited to one every 10 years for Participants age 50 or over	\$25 co-pay, then *100%	*60%
Routine Hearing Exams:	\$25 co-pay, then *100%	*60%
Rise Cover and Blue Shield of CA: Members only. Network Provider:		
Routine Mammogram: Limited to one every 2 years for women age 40-50; one per year for women over age 50; and one per year upon Physician's orders for women at risk.	*100%	

PRESCRIPTION DRUG COVERAGE

Prescription Drug Benefits are subject to all of the Prescription Drug Exclusions listed in this document.

Prescription Drugs are provided through the Magellan Rx Prescription Drug Program. Partners Rx uses the Medispan defined therapeutic classification for product coverage and exclusion. Prescription Drugs will be covered in the following manner:

Participating Pharmacies

Co-pay per prescription (30-day supply maximum per prescription):

Brand Name Drug	10% up to a maximum of \$250 per prescription
Generic Drug	\$5 co-pay, then 100%

Low-income Pharmacies

Co-pay per prescription (90-day supply maximum, available for Maintenance Drugs at all retail locations):

Brand Name Drug	20% up to a maximum of \$250 per prescription
Generic Drug	\$5 co-pay, then 100%

Mail Service Pharmacy

Co-pay per prescription (90-day supply maximum per prescription):

Brand Name Drug	20% up to a maximum of \$250 per prescription
Generic Drug	\$5 co-pay, then 100%

All Specialty Drugs require Pre-authorization, (limited to 30-day supply at retail and mail order locations)

*Over the counter smoking deterrents are covered at the Generic co-pay.

*Anti-Obesity prescription drugs are covered.

*Contraceptives are covered to include injectables, oral, patches and IUDs.

A Participant will pay the difference in price between the Brand Name Drug and its generic equivalent when a brand name drug is dispensed (up to a maximum of \$225). This differential is in addition to the Brand Name co-payment. However, if there is no Generic equivalent available, there will be no additional cost of the Participant (other than the Brand Name co-payment).

MEDICARE PART D NOTICE

The prescription benefits offered by this Benefit Plan are considered "Creditable" for purposes of the CMS/Medicare Part D drug benefit option. This means that the Benefits offered by this Plan are generally the same as, or better than, what would be available under an approved Part D drug option plan. The determination that this Plan's drug coverage is "Creditable" is important. As such, if you participate in this Plan's prescription drug Benefit program, and are also eligible for CMS/Medicare coverage but do not elect a CMS/Medicare Part D option, CMS/Medicare will not penalize you with higher premiums should you elect to participate in such a program in the future.

It is important to note that the "Creditable" coverage provided by this Plan could be forfeited in the event there is a break in coverage of 63 days or more before enrolling in an approved Part D plan.

MEDICAL BENEFITS

A. Payment

The payment of Covered Expenses for Benefits is subject to all terms and conditions of the Plan of Benefits and the Schedule of Benefits. In the event of a conflict between the Plan of Benefits and the Schedule of Benefits, the Schedule of Benefits controls. Covered Expenses will be paid only for Benefits:

1. Performed or provided on or after the Participant Effective Date; and
2. Performed or provided prior to termination of coverage; and
3. Provided by a Provider, within the scope of his or her license; and
4. For which the required Pre-Admission Review, Emergency Admission Review, Pre-Authorization and/or Continued Stay Review has been requested and Pre-Authorization was received from PAI (the Participant should refer to the Schedule of Benefits for services that require Pre-Authorization); and
5. That are Medically Necessary; and
6. That are not subject to an exclusion of this Plan of Benefits; and
7. After the payment of all required Benefit Year Deductibles, Coinsurance and Co-payments.

B. Specific Covered Benefits

If all of the following requirements are met, the Group Health Plan will provide the Benefits described in this section:

1. All of the requirements of this Benefits Section must be met; and
2. The Benefit must be listed in this section; and
3. The Benefit (separately or collectively) must not exceed the dollar amount or other limitations contained in the Schedule of Benefits; and
4. The Benefit must not be subject to one or more of the exclusions set forth in the Exclusions and Limitations Section.

The Group Health Plan will provide the following Benefits:

1. Covered Expenses for ambulance transportation (including an ambulance when necessary) when used:
 - A. Locally to or from a Hospital providing Medically Necessary services in connection with an accidental injury or that is the result of an Emergency Medical Condition; and
 - B. To or from a Hospital in connection with an Admission.In some cases, emergency transportation by an Air Ambulance may qualify as ambulance service. An Ambulance service must be Medically Necessary. Medical Necessity is established when the patient's condition is such that the use of any other method of transportation is contraindicated. All Air Ambulance services will be individually considered for Medical Necessity, and prior authorization should be obtained if possible.
2. Covered Expenses made by an Ambulatory Surgical Center or minor emergency medical clinic
3. Covered Expenses for the care and administration of an amblyde; however, anesthesia rendered by the attending surgeon or his/her assistant is excluded.
4. Covered Expenses for artificial limbs or breast prostheses, to replace body parts when the replacement is necessary because of physiological changes.
5. When an assistant surgeon is required to render technical assistance at an operation, the eligible expense for such services shall be limited to 20% of the Allowed Amount of the surgical procedure.

- 6. Covered Expenses incurred for the treatment of AMBLY.
- 7. Blood transfusions including cost of blood, blood plasma, blood plasma expanders and other blood products are donated or replaced by a blood bank.
- 8. Phase II cardiac rehabilitation (to improve a patient's tolerance for physical activity or exercise) will be covered under a medically supervised and controlled reconditioning program.
- 9. Covered Expenses for chiropractic care.
- 10. (with contact) lenses or one pair of eyeglasses required following cataract surgery.
- 11. Covered Expenses for cosmetic surgery, only for the following situations:
 - A. When the malproportion or deformity is due to occupational accident, or
 - B. When due solely to surgical removal of all or part of the breast tissue because of an injury or illness to the breast; or
 - C. When required for the medical care and treatment of a cleft lip and palate.

Coverage for the proposed cosmetic surgery or treatment must be Pre-Authorized by the Medical Review Department prior to the date of that surgery or treatment.
- 12. Charges for CRNAs and Supervising Medical Doctors will be a Covered Charge subject to the following provisions:
 - A. The Allowed Amount for a CRNA will be 90% of the PPO-reimbursed amount for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - B. If the MD Anesthesiologist is not a PPO, then the CRNA Allowed Amount will be equal to 90% of the UCR for the MD Anesthesiologist, subject to all other Plan and modifier limitations.
 - C. Charges for the Supervising MD will be limited to 50% of the PPO-reimbursed amount for the MD Anesthesiologist working independently.
- 13. Covered Expenses for Prescription Drugs requiring a written prescription of a licensed Physician, such drugs must be necessary for the treatment of an illness or injury.
- 14. Covered Expenses for Durable Medical Equipment (such as renal dialysis machines, nebulizers or Hospital-type beds), required for temporary therapeutic use in the Participant's home by an individual patient for a specific condition when such equipment ordinarily is not used without the direction of a Physician. If such equipment is not available for rent, the monthly payments toward the purchase of the equipment may be approved by the Plan supervisor. Benefits will be reduced to standard equipment allowances when durable equipment is used. The rental or purchase benefits cannot exceed the purchase price of the equipment.
- 15. Covered Expenses for electrocardiograms, electroencephalograms, pneumoencephalograms, head metabolism tests or similar well-established diagnostic tests generally approved by Physicians throughout the United States.
- 16. Covered Expenses for Pre-Authorized Home Health Care when rendered to a homebound Participant in the Participant's current place of residence.
- 17. Covered Expenses for Pre-Authorized Hospice Care provided in an inpatient or residential setting. Bereavement counseling covered for up to three visits for any combination of family members within 12 months of death.
- 18. Hospital Covered Expenses for
 - A. Daily room and board charges in a Hospital, not to exceed the daily arraigned room rate (charges when a Hospital private room has been used will be reimbursed at the average appropriate room rate in the facility). Hospitals with all private rooms will be allowed at 100% of the prevailing private room rate.
 - B. The day on which a Participant leaves a Hospital or Skilled Nursing Facility, with or without permission, is treated as the discharge day and will not be counted as an inpatient care day, unless he returns to the Hospital by midnight of the same day. The day the Participant returns to the Hospital or Skilled Nursing Facility is treated as the Admission day and is counted as an inpatient care day. The days during which the Participant is not physically present for inpatient care are not counted as inpatient days.

- C. Confinement in an intensive care unit, cardiac care unit or burn unit;
 - D. Absorbent incontinence services and supplies during Hospital confinement if such charges should not have been included in the underlying Hospital charge (as determined by the Plan);
 - E. Inpatient charges for well Newborn Care for nursery room and board and for professional service. Eligible expenses will be subject to the fee schedule rates for pediatric services and circumstances; and
 - F. Outpatient Hospital services and supplies and emergency room treatment.
19. Charges for Human Organ or Tissue Transplants subject to the following limits:
- A. The transplant must be performed to replace an organ or tissue of the participant.
 - B. If the organ or tissue donor is a participant and the recipient is not, then the Plan will cover donor organ or tissue charges for:
 - i. Evaluating the organ or tissue.
 - ii. Receiving the organ or tissue from the donor.

The Plan will always pay secondary to any other coverage for the organ or tissue donor, however, if no coverage is available for the donor then benefits will be extended under the recipient's coverage and subject to the recipient's deductible and coinsurance. If the donor and recipient are both covered under this Plan the donor's charge will be considered as incurred by the recipient.

This Plan will not pay benefits for Travel or Lodging expenses.

Transplant arrangements are often analyzed by Utilization Review, and at times Transplant facilities may or may not participate in one of the approved Preferred Provider Organizations (PPO). If the Utilization Review Coordinator assists in arranging services with an out-of-network facility (and usually is able to negotiate a discount in the process) then network benefit levels will be applied when benefit payments are issued. If, however, Utilization review approves the Transplant procedure, but the patient chooses to have the service rendered at a non-network facility that is better than that recommended by Utilization review, then the benefits will be paid at the out-of-network benefit level.

Pre-Authorization by Case Management/Utilization Review is mandatory for Transplant Coverage to be in effect (except for Cornea transplants).
20. Routine mammograms. Non-routine mammograms are covered when Medically Necessary.
21. Expenses for maternity care for Employee and covered Dependents.
22. Any expenses incurred in obtaining medical records in order to substantiate Medical Necessity.
23. Covered Expenses for dressings, sutures, casts, splints, braces, crutches, prosthetics, braces (not dental braces) or other Medical Supplies determined by the Plan to be appropriate for treatment of an illness or injury.
24. Covered Expenses for Mental Health Services if rendered by a licensed medical Physician (M.D.), licensed psychologist (P.H.D.), clinical psychologist, licensed master social worker or licensed professional counselor. Expenses for Psychological Testing are also covered.
25. Covered Expenses for newborn care. The Plan of Benefits will comply with the terms of the Newborns' and Mothers' Health Protection Act of 1996. The Plan of Benefits will not restrict Benefits for any length of Hospital stay in connection with childbirth for the mother or newborn child in less than forty-eight (48) hours following a vaginal delivery (not including the day of delivery), or less than ninety-six (96) hours following a cesarean section (not including the day of surgery). Nothing in this paragraph prohibits the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than the specified time frame or from requesting additional time for hospitalization. In any case, PAI may not require that a Provider obtain authorization from PAI for providing a length of stay not in excess of forty-eight (48) or ninety-six (96) hours as applicable. However, Pre-Authorization is required to use certain Providers or facilities or to reduce out-of-pocket costs.
26. Covered Expenses for the assessment and services rendered by an arraigned therapist in a home setting, at a facility or institution whose primary purpose is to provide medical care for an illness or injury, or at a free-standing outpatient facility.

27. Charges for injury to or care of the mouth, teeth, gums and alveolar processes will be Covered Expenses only if that care is for the following oral surgical procedures:

- A. Emergency repair due to injury to avulsed natural teeth;
- B. Surgery needed to correct accidental injuries to the jaws, cheeks, lips, tongue, floor and roof of the mouth, and
- C. Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth when a lab room is required; excision of benign bony growths of the jaw and hard palate; external incision and drainage of cellulitis and incision of wisdom sinuses, salivary glands or ducts.

28. The initial purchase and fitting of orthotic appliances such as braces, splints or other appliances which are required for support for an injured or deformed part of the body as a result of a disabling congenital condition or an injury or sickness that occurred while covered under the plan. Replacement or repair will be covered only if it is necessary due to a change in the person's physical condition or it is less costly to buy a replacement rather than repair the existing equipment or rent like equipment.

29. Covered Expenses for oxygen and other gases and their administration.

30. Covered Expenses incurred for Admission in a physical rehabilitation facility or Skilled Nursing Facility, for participation in a multidisciplinary team-directed rehabilitation program following severe neurologic or physical impairment. The Participant must be under the continuous care of a Physician, and the attending Physician must certify that the individual requires nursing care 24 hours a day. Nursing care must be rendered by a registered nurse or a licensed vocational or practical nurse. The confinement cannot be primarily for domiciliary, custodial, personal-care, one day to sanitary, alcoholism, drug abuse, blindness, deafness, mental deficiency, tuberculosis or Mental Disorders.

31. Covered Expenses for the treatment or services rendered by a physical therapist in a home setting, a facility or institution whose primary purpose is to provide medical care for an illness or injury, or in a free-standing day treatment/therapy facility.

32. Covered Expenses for the services of a Physician for medical care and/or surgical treatments including office, home visits, hospital inpatient care, hospital outpatient visits/visits, clinic care, and surgical inpatient consultations, subject to the following:

In-Hospital medical service consists of a Physician's visit to visits to a Participant who is a registered hospital in a Hospital or Skilled Nursing Facility for treatment of a condition other than that for which surgical service or obstetrical service is required, as follows:

- A. In-Hospital medical Benefits will be provided, limited to one visit per specialty per day;
- B. In-Hospital medical Benefits in a Skilled Nursing Facility;
- C. When two or more Physicians, while the same study, render In-Hospital medical services at the same time, payment for each service will be made only to one Physician; and
- D. Concurrent medical/surgical care (Benefits) for in-Hospital medical service in addition to Benefits for surgical service will be provided only:
 - i. When the condition for which In-Hospital medical service requires medical care not related to surgical or obstetrical service and does not constitute a part of the usual, necessary and related pre-operative and postoperative care but requires supplemental skills not possessed by the attending surgeon or his assistant; or
 - ii. When a Physician other than a surgeon admits a Participant to the Hospital for medical treatment and it later develops that surgery becomes necessary, such Benefits cease on the day of surgery for the admitting Physician and become payable under the surgeon only; or
 - iii. When the surgical procedure performed is designated by the Plan supervisor as a "warranted diagnostic procedure" or as a "minor surgical procedure."

33. Pre-Admission testing for a scheduled Admission when performed on an outpatient basis prior to such Admission. The tests must be in connection with the scheduled Admission and are subject to the following:

A. The tests must be made within seven (7) days prior to Admission; and

B. The tests must be ordered by the same Physician who ordered the Admission and must be Medically Necessary for the illness or injury for which the Participant is subsequently admitted to the Hospital.

34. Covered Expenses for Private Duty Nursing Care by a licensed nurse (R.N., L.P.N. or L.V.N.) as follows:

- A. Inpatient Nursing Care: Charges are covered only when care is Medically Necessary or not Custodial in nature and the Hospital's Intensive Care Unit is filled or the Hospital has no Intensive Care Unit.
- B. Outpatient Nursing Care: Charges are covered only when care is Medically Necessary and not Custodial in nature. The only charges covered for Outpatient nursing care are those covered under Home Health Care and does not include outpatient private duty nursing care on a 24 hour shift basis.

35. Covered Expenses for radiation therapy or treatment, and chemotherapy.

36. Expenses for a Second Opinion (Not Mandatory). The Second Opinion may be rendered by a board-certified surgeon who is not professionally or personally associated with the Physician or the surgeon who rendered the first surgical opinion. The surgeon who gives the second surgical opinion may not perform the surgery. If the Second Opinion is different from the first, a third opinion also will be payable, provided the opinion is obtained before the procedure is performed. The conditions that apply to a Second Opinion also apply to any third surgical opinion.

37. Fees of a licensed speech therapist for intensive speech therapy for speech loss or impairment due to:

- A. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a hemilarynx); or
- B. An injury or illness.

38. Covered Expenses for Substance Abuse treatment will be payable if rendered by a licensed medical Physician (M.D.), licensed psychologist (Ph.D.), clinical psychologist, licensed masters social worker or licensed professional counselor. Services or charges for Detoxification are also covered.

39. Covered Expenses for surgical procedures, subject to the following:

- A. If two or more operations or procedures are performed at the same surgical approach, the total amount covered for the operations or procedures will be payable for the major procedure only, or Benefits will be payable according to the recommendations of the Medical Review Department.
- B. If two or more operations or procedures are performed at the same time, through different surgical openings or by different surgical approaches, the total amount covered will be paid according to the Allowed Amount for the operation or procedure bearing the highest allowance, plus one half of the Allowed Amount for all other operations or procedures performed;
- C. If an operation consists of the excision of multiple skin lesions, the total amount covered will be paid according to the Allowed Amount for the procedure bearing the highest allowance, 90 percent (90%) for procedures bearing the second- and third-highest allowance, 25 percent (25%) for procedures bearing the fourth- through the eighth-highest allowance, and 10 percent (10%) for all other procedures;
- D. If an operation or procedure is performed in two or more steps or stages, coverage for the entire operation or procedure will be limited to the allowance for such operation or procedure;
- E. If two or more Physicians perform operations or procedures in conjunction with one member, other than as an assistant to surgery or anesthesiologist, the allowance, subject to the above paragraphs, will be pro-rated between them by the Plan supervisor when so required by the Physician in charge of the case; and
- F. Certain surgical procedures, which are normally exploratory in nature, are designated as "independent procedures" by the Plan supervisor, and the Allowed Amount is covered when such a procedure is performed as a separate and single entity. However, when an independent procedure is performed as an integral part of another surgical service, the total amount covered will be paid according to the Fee Schedule for the major procedure only.

40. Covered Expenses for hyperalimentation or total parenteral nutrition (TPN) for persons recovering from or preparing for surgery.

- 41. Covered Expenses for services for voluntary sterilization for Participants
- 42. Charges associated with the initial purchase of a wig after chemotherapy.
- 43. Covered Expenses for x-rays, microscopic tests, and laboratory tests.

MEDICAL EXCLUSIONS AND LIMITATIONS

Notwithstanding any provision of the Plan to the contrary, if the Plan generally provides benefits for a type of injury, then to no extent shall a limitation or exclusion of Benefits be applied to deny coverage for such injury if the injury results from an act of domestic violence or a medical condition (including both physical and mental health conditions), even if the medical condition is not diagnosed before the injury.

1. Any service or supply that is not Medically Necessary
2. Charges incurred as a result of declared or undeclared war or any act of war or armed conflict during service in the armed forces of any country
3. Professional services billed by a Physician or nurse who is an employee of a Hospital or Skilled Nursing Facility and paid by the Hospital or facility for the service
4. Travel expenses, whether or not recommended by a Physician
5. Any medical social services, recreational or Milieu Therapy, education testing or training, except as part of Pre-Authorized Home Health Care or Hospice Care program
6. Nutritional counseling or vitamins, food supplements, and other dietary supplies even if the supplements are ordered or prescribed by a Physician. Exclusions in this exclusion are noted under the Medical Schedule of Benefits and the Prescription Drug Benefits section.
7. Services, supplies or charges for pre-employment and pre-employment physical examinations
8. Any service or supply for which a Participant is entitled to receive payment or Benefits (whether such payment or Benefits have been applied for or paid) under any law (any contract or that may be successful of the United States or any state or political subdivision thereof, except for Medicaid. These include, but may not be limited to, Benefits provided by or payable under workers' compensation laws, the Veterans' Administration for care rendered for service-related disability, or any state or federal Hospital services for which the Participant is not legally obligated to pay. This exclusion applies if the Participant receives such Benefits or payments in whole or in part, and is applied to any settlement or other agreement regardless of how it is characterized and even if payment for medical expenses is specifically excluded.
9. Services to the extent that the Participant is entitled to payment or Benefits under any state or federal program that provides health care benefits, including Medicare, but only to the extent that Benefits are paid or are payable under such programs.
10. Charges incurred for which the Participant is not in the absence of this coverage legally obligated to pay or for which a charge would not ordinarily be made in the absence of this coverage
11. Any illness you get or injury you receive while committing or attempting to commit a crime, felony or misdemeanor or while engaging or attempting to engage in an illegal act in occupation
12. Any service (other than Substance Abuse Services), medical supplies, charges or losses resulting from a Participant being Legally Intoxicated or under the influence of any drug or other substance, or taking some action the purpose of which is to create a euphoric state or other consciousness. The Participant, or Participant's representative, must provide any available test results showing blood alcohol and/or drug/substance levels upon request. If the Participant refuses to provide these test results, no Benefits will be provided.
 Legal Intoxication or Legally Intoxicated means the Participant's blood alcohol level was at or in excess of the amount established under applicable state law to create a presumption and/or inference that the Participant was under the influence of alcohol, when measured by law enforcement or medical personnel.
13. Services and supplies received as the result of any intentionally self-inflicted injury that does not result from a medical condition or domestic violence
14. Charges incurred for services or supplies that constitute personal comfort or benevolent care items, such as television or telephone use

15. All cosmetic procedures and any related medical supplies, in which the purpose is improvement of appearance or correction of deficiency without restoration of bodily function. Examples of services that are cosmetic and are not covered are: rhinoplasty (nose), blepharoplasty (lash), thyroplasty (face lift); surgical planning (dermatology); and blepharoplasty (eyelid).
16. Charges for custodial care, including meals and companions.
17. Charges for services, supplies, or treatment not commonly and customarily recognized throughout the Physician's profession or by the American Medical Association as generally accepted and Medically Necessary for the Participant's diagnosis and/or treatment of the Participant's (Dress or Injury); or charges for procedures, surgical or otherwise, which are specifically listed by the American Medical Association as having no medical value.
18. Any Medical Supplies or services rendered by a Participant to himself or herself or by a Participant's Immediate Family (parent, Child, spouse, brother, sister, grandparent or in-law).
19. Charges for inpatient confinement, primarily for x-rays, laboratory, diagnostic study, physiotherapy, hydrotherapy, medical observation, convalescent, convalescent or rest care, or any medical examination or test not connected with an active illness or injury, unless otherwise provided under any pre-coverage care covered under this Plan of Benefits.
20. Charges incurred for treatment on or to the teeth, the nerves or roots of the teeth, glagial tissue or alveolar process.
21. Treatment of infertility (including the reversal of voluntary sterilization).
22. Experimental or Investigational services, including surgery, medical procedures, devices or drugs. The Group Health Plan reserves the right to approve, upon medical review, upon informed use of chemotherapy agents that have been approved by the Federal Drug Administration (FDA) for cancer.
23. Charges incurred for treatment or supplies of warts, strains, or flat feet, instability or imbalance of the feet, treatment of any bunions, metatarsalgia or lesion (unless those operations involving the exposure of bones, tendons or ligaments), cutting or removal by any method of toenails or superficial lesions of the feet, including treatment of corns, calluses and hyperkeratosis, unless needed in treatment of a metabolic or peripheral vascular disease.
24. Charges for custom molded inserts and/or orthotics, other than the initial appliance, unless needed in treatment of a metabolic or peripheral vascular disease.
25. Charges for maintenance care. Unless specifically mentioned otherwise, the Plan of Benefits does not provide benefits for supplies and supplies needed primarily to maintain a level of physical or mental function.
26. Any service or supply rendered to a Participant for the treatment of obesity or for the purpose of weight reduction. This includes all procedures designed to remove the Participant's ability to assimilate food; for example, gastric bypass, the insertion of gastric balloons, the wiring shut of the stomach, and any other procedure the purpose of which is to remove the ability of the Participant to take in food, digest food or assimilate nutrients. Also excluded are services, supplies or charges for the correction of complications arising from weight control procedures, surgery, supplies or charges, such as procedures to prevent any reversion or disreversionary procedures and such reconstructive procedures as may be necessitated by the weight loss procedure by these non-covered operations or disreversionary procedures, except as specified on the Schedule of Benefits. Examples of such reconstructive procedures include, but are not limited to, abdominal panniculectomy and removal of excessive skin from arms, legs or other areas of the body. Membership fees to weight control programs are also excluded.
27. Any service or treatment for complications resulting from any non-covered procedure.
28. Any service or supply rendered to a Participant for the diagnosis or treatment of sexual dysfunction (including impotence) except when Medically Necessary due to an organic disease. This includes, but is not limited to, drugs, laboratory and x-ray tests, counseling, treatment procedures or pelvic procedures necessary due to any medical condition.
29. Any charges for elective abortions, except for abortion performed in accordance with federal Medicaid guidelines.

30. No charge will be covered under Medical Benefits for dental and oral surgical procedures involving orthodontic care of the teeth, periodontal disease and preparing the mouth for the fitting of or continued use of dentures.
31. Charges not included as part of a Hospital bill for autologous blood donation that involves collection and storage of a patient's own blood prior to elective surgery.
32. Charges incurred for take-home drugs upon discharge from the Hospital.
33. Spare items of the nature of braces of the leg, arm, back and neck, artificial arms, legs or eyes, lenses for the eye, or hearing aids, unless needed due to physiological changes.
34. Care and treatment of hair loss.
35. Exercise programs for treatment of any condition.
36. Air conditioners, air-purification units, humidifiers, allergy-free pillows, blankets or mattress covers, electric heating units, swimming pools, orthopedic mattresses, exercising equipment, vibratory equipment, elevators or stair lifts, blood pressure instruments, otoscopes, clinical thermometers, scales, elastic bandages or stockings, wigs, non-prescription drugs and medicines, first aid supplies and non-hospital adjustable beds.
37. Acupuncture or hypnosis, except when performed by a Physician in lieu of analgesia.
38. Care and equipment for sleep apnea, unless Medically Necessary.
39. Treatment of developmental conditions related to the muscles of mastication, malposition or deformities of the jaw bones(s), orthognathic deformities, or temporomandibular joint (TMJ) disorders.
40. Charges that exceed any Benefit limitations stated in the Medical Schedule of Benefits of this Plan document.
41. Administrative portions thereof for custodial care or long-term care including:
 - A. Rest homes;
 - B. Long-term acute or chronic psychiatric care;
 - C. Care to assist a Participant in the performance of activities of daily living (including, but not limited to: walking, movement, bathing, dressing, feeding, toileting, continence, eating, food preparation and taking medication);
 - D. Care in a sanatorium;
 - E. Custodial or long-term care; or
 - F. Psychiatric or Substance Abuse residential treatment, including: residential treatment centers; therapeutic schools; wilderness/out camps; therapeutic boarding homes; halfway houses; and therapeutic group homes.
42. Counseling and psychotherapy services for the following conditions are not covered:
 - A. Feeding and eating disorders in early childhood and infancy;
 - B. Tic disorders, except when related to Tourette's disorder;
 - C. Illnesses disorders;
 - D. Mental disorders due to a general medical condition;
 - E. Sexual function disorders;
 - F. Sleep disorders;
 - G. Medication-induced movement disorders; or
 - H. Nicotine dependence, unless specifically listed as a covered Benefit in the Plan of Benefits or in the Medical Schedule of Benefits.
43. Medical supplies, services or charges for the diagnosis or treatment of sexual and gender identity disorders, personality disorders, learning disorders, dissociative disorders, developmental speech delay, communication disorders, developmental coordination disorders, mental retardation or vocational rehabilitation.

44. Error. Charges for care, supplies, treatment, and/or services that are required to treat injuries that are sustained or an illness that is contracted, including infections and complications, while the Participant was under, and due to, the care of a Provider when such illness, injury, infection or complication is not reasonably expected to occur. This exclusion will apply to expenses directly or indirectly resulting from the circumstances of the course of treatment that, in the opinion of the Plan Administrator, in its sole discretion, unreasonably gave rise to the expense.
45. Charges for services that are not reasonable, not Medically Necessary, are not Usual and Customary, and/or are in excess of the Maximum Allowable Charge (See definition of Maximum Allowable Charge for application when utilizing PPO network discounts)
46. Foreign travel. Care, treatment or supplies out of the U.S. if travel is for the sole purpose of obtaining medical services (unless Medically Necessary as determined by the Plan Administrator and approved in advance)
47. Charges for care, supplies, treatment, and/or services for expenses actually incurred by other persons.
48. Charges for care, supplies, treatment, and/or services for injuries resulting from negligence, malpractice, malfeasance, misfeasance or malpractice on the part of any Licensed Physician.
49. All charges in connection with treatments or medications where the patient either is in non-compliance with or is discharged from a Hospital or Skilled Nursing Facility against medical advice.
50. Care, treatment, services or supplies not recommended and approved by a Physician or treatment, services or supplies when the Participant is not under the regular care of a Physician. Hospital care means ongoing medical supervision or treatment which is appropriate care for the injury or sickness.
51. Treatments and supplies which are not specified as covered under this Plan.
52. Care and treatment billed by a Hospital for non-medical emergency admission on a Friday or Saturday. This does not apply if surgery is performed within 24 hours of admission.
53. Charges for Orthognathic surgery
54. Subrogation, Reimbursement, and/or Third Party Responsibility. Charge for care, supplies, treatment, and for services of an injury or sickness not payable by virtue of the Plan's subrogation, reimbursement, and/or third party responsibility provisions.
55. Excision of wholly or partly accepted, impacted teeth.
56. Prescription Drug Exclusions. The following are not covered under this Plan of Benefits:
- Therapeutic devices or appliances, including hypodermic needles, syringes, support garments, urinary supplies and non-medical substances regardless of intended use;
 - Any over-the-counter medication, unless specified otherwise;
 - Prescription Drugs that have not been prescribed by a Physician;
 - Prescription Drugs not approved by the Food and Drug Administration;
 - Prescription Drugs for non-covered therapies, services, or conditions;
 - Prescription Drug refills in excess of the number specified on the Physician's prescription order or Prescription Drug refills dispensed more than one (1) year after the original prescription date;
 - Unless different time frames are specifically listed on the Schedule of Benefits more than a thirty (30) day supply for Prescription Drugs (many (90) day supply for Prescription Drugs obtained through a Mail Service Pharmacy);
 - Any type of service or handling fee (with the exception of the dispensing fee charged by the pharmacist for filling a prescription) for Prescription Drugs, including fees for the administration or injection of a Prescription Drug;
 - Dosages that exceed the recommended daily dosage of any Prescription Drug as described in the current Physician's Desk Reference or as recommended under the guidelines of the Pharmacy Benefit Manager, whichever is lower.

- Prescription Drugs administered or dispensed in a Physician's office, Skilled Nursing Facility, Hospital or any other place that is not a Pharmacy licensed to dispense Prescription Drugs in the state where it is operated.
 - Prescription Drugs for which there is an over-the-counter equivalent and over-the-counter supplies or supplements.
 - Prescription Drugs that are being prescribed for a specific medical condition that is not approved by the Food and Drug Administration for treatment of that condition (except for Prescription Drugs for the treatment of a specific type of cancer, provided the drug is recognized for treatment of that specific cancer in at least one standard, universally accepted reference compendia or is found to be safe and effective in formal clinical studies, the results of which have been published in peer-reviewed professional medical journals);
 - Prescription Drugs that are not consistent with the diagnosis and treatment of a Participant's illness, injury or condition, or are excessive in terms of the dosage, duration, duration of therapy or intensity of drug therapy that is needed to provide safe, adequate and appropriate care;
 - Prescription Drugs to enhance physical growth or athletic performance or appearance;
 - Prescription Drugs that are lichenostatin agents or biological sera;
 - Prescription Drugs or services that require Pre-Authorization by PAM and Pre-Authorization is not obtained;
 - Prescription Drugs for injury or disease that are paid by workers' compensation benefits (if a workers' compensation claim is pending, it will be considered paid by workers' compensation benefits), and
 - Prescription Drugs that are not Medically Necessary.
57. **Other Health Care Exclusions.** The following are excluded from coverage under the Home Health Care Benefit:
- Services and supplies not included in the Medical Schedule of Benefits, but not limited to, general housekeeping services and services for custodial care, and
 - Services of a person who ordinarily resides in the home of the Participant, or is a Participant's immediate family member (spouse, child, spouse, brother, sister, grandparent or a parent), and
 - Transportation services.

Notwithstanding the above exclusions, in the event that, after review of the medical records, other documentation, and case notes, the health care management medical director (or similarly titled position) of PAM, deems a plan of treatment and procedures are appropriate care for a Participant, the Plan shall deem the cost of the plan of treatment and procedures a Covered Expense.

ELIGIBILITY FOR COVERAGE

Eligibility:	
Waiting Period:	Coverage for new Employees will commence on the first day of the month following 60 days of continuous employment.
Annual Enrollment:	Month of March for a May 1 st effective date.
Actively at Work, Minimum hours per week:	At least 30 full-time hours per week.
Pre-Existing Condition Exclusion Period: Applies only to claims with dates of service prior to June 1, 2014	Each Participant age 19 or older may serve a twelve-month Pre-Existing Condition Exclusion Period, less any Creditable Coverage the Participant can provide. Any Participant who is a Late Enrollee will serve an eighteen-month Pre-Existing Condition Exclusion Period. See the Eligibility for Coverage section for information on qualifying for Special Enrollment.
Dependent Child, in addition to meeting the requirements contained in the Plan of Benefits, the maximum age limitation to qualify as a Dependent Child is:	An Employee may cover a Dependent Child up to age 26. Coverage will end for the Dependent Child on their 26 th birthday.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that also may participate in the Plan of Benefits:	Council Members (not subject to the 30 full-time hours per week minimum) business subject to the provisions below in item B. Note: Retirees and their dependents who are under age 61, and not eligible for Medicare, will be subject to the same benefit levels as active employees and their dependents. Note: Retirees hired after July 1, 2010 will not be eligible to participate in this Plan except through COBRA.
The column to the right identifies other group classifications, as defined by the Plan Sponsor, that may not participate in the Plan of Benefits:	Seasonal or Temporary Employees Post-65 Retirees and Medicare Eligible Individuals
Coverage for Participants will terminate the last day of the month in which employment is terminated or the end of the period for which the required premium has been paid.	

A. ELIGIBILITY

- Every Employee who is Actively at Work and who has completed the Waiting Period on or after the Plan Sponsor Effective Date is eligible to enroll (and to enroll his or her Dependents) for coverage under this Plan of Benefits.
- If an Employee is not Actively at Work or has not completed the Waiting Period, such Employee is eligible to enroll (and to enroll his or her Dependents) beginning on the next day that the Employee is:
 - Actively at Work, and
 - Has completed the Waiting Period.
- Dependents are not eligible to enroll for coverage under Plan of Benefits without the sponsorship of an Employee who is enrolled under this Plan of Benefits.
- Prohibitory periods and/or contribution levels will not be based on any factor that discriminates in favor of higher-wage employees as required under the ACA.

B. ELIGIBLE CLASSES OF EMPLOYEES

All Active and Retired Employees of the Plan Sponsor, Employees of Oconee County will be eligible to receive retiree coverage as follows:

- For Retirees who leave employment prior to May 1, 2017:
 - The employee must have been employed with Oconee County at least five years, but less than 10 and accepted by the SC State Retirement System as disabled. Further, the retiree will be required to pay for full cost of the insurance premiums to the county at the time of retirement. If an employee is accepted as disabled with the SC Retirement System and Social Security, the employee and spouse (if covered under the county plan) must elect, and keep in force, Medicare Parts A & B. If the employee is not accepted as disabled by Social Security within 25 months, coverage under the County insurance plan will be cancelled. However, coverage under the County plan may be reinstated if accepted by Social Security as disabled within a 36-month period of the original disability claim date, relating to the original cause of disability, and coverage was maintained under COBRA for any period beyond the initial 25 months.
 - An employee retiring from Oconee County with at least 10 years of service with Oconee County and age 60, but less than 28 years of service with the County and the SC Retirement Service may retain the County insurance plan at the reduced premium of the County at the time of retirement, however, the employee and spouse (if covered under the county plan), must elect, and keep in force, both Medicare Parts A&B when eligible.
 - An employee retiring from Oconee County with 28 years of service with the County and the SC Retirement System or at least 25 years of service with Oconee County and the SC Police Officers Retirement System shall retain the County insurance benefits (employee only) or reduced cost to the employee, however, the employee and spouse (if covered under the county plan), must elect, and keep in force, both Medicare Parts A & B when eligible.
 - All current retirees (disabled and regular) hired before December 1, 2000, are hereby granted "grandfather status". Additionally, as of May 1, 2005 there were several retirees with Dependent Children covered under the Plan. These retiree dependents are "grandfathered" for this coverage. However, from this point forward, no other Dependent Children will be eligible for coverage, and once the Dependent Children currently covered are no longer on the Plan, they will not be eligible to become covered again as Dependents.
- For retirees who leave employment on or after May 1, 2017:

Retirees will be eligible to continue participation with the Plan (including their spouses) under the following circumstances:

 - The employee must have been employed with Oconee County for at least 20 years. To remain covered the retiree must pay all applicable premiums and elect Medicare Parts A & B as soon as eligible.
 - If disabled (as determined by Social Security and/or the SC State Retirement System) an employee may qualify with 10 years of County employment. To remain covered the retiree must elect Medicare Parts A & B as soon as eligible, but in no event longer than 29 months from the date deemed disabled by Social Security, and pay all applicable premiums.
- Retirees hired after July 10, 2010 will not be eligible to participate in this plan except through COBRA.

Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan will be eligible to continue coverage until their enrollment to Medicare, either through attainment of the age of eligibility or because of disability. Spouses with coverage in effect at the time of the employee's retirement may continue to be covered as long as the retiree is eligible under the Plan and all applicable premiums are paid. The spouse will no longer be eligible once they become entitled to Medicare.

For ALL Members: Should the qualified retiree terminate coverage for any reason, or predecease the spouse, the spouse's coverage will then terminate at the end of that month that the retiree's coverage is terminated under this Plan. Spousal coverage for a retiree is effective only if the spouse is covered at the time of retirement. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment however COBRA continuation coverage may be available. If the retired employee elects to drop coverage on himself or spouse, no option of re-election is available.

C. ELECTION OF COVERAGE

Any Employee may enroll for coverage under the Group Health Plan for such Employee and such Employee's Dependents by completing and filing a Membership Application with the Plan Sponsor. Dependents may be enrolled within thirty-one (31) days of the date on which they first become Dependents. Employees and Dependents also may enroll if eligible under the terms of any late enrollment or Special Enrollment procedure.

D. COMMENCEMENT OF COVERAGE

Coverage under the Group Health Plan will commence as follows:

1. Employees and Dependents eligible on the Plan Sponsor Effective Date

For Employees who are Actively at Work prior to and on the Plan Sponsor Effective Date, coverage will generally commence on the Plan of Benefits Effective Date.

2. Employees and Dependents Eligible After the Plan of Benefits Effective Date

Employees and Dependents who become eligible for coverage after the Plan of Benefits Effective Date and have elected coverage will have coverage after they have completed the Waiting Period.

3. Dependents Resulting from Marriage

Dependents resulting from the marriage of an Employee with time coverage effective on the date of marriage provided they have enrolled for coverage within thirty-one (31) days after marriage and the coverage has been paid for under this Plan of Benefits.

4. Newborn Children

A newborn Child will have coverage from the date of birth provided he or she has been enrolled for coverage within thirty-one (31) days after the Child's birth and the coverage has been paid for under this Plan of Benefits.

5. Adopted Children

For an adopted Child of an Employee, coverage shall commence as follows:

- Coverage shall be retroactive to the Child's date of birth when a decree of adoption is entered within thirty-one (31) days after the date of the Child's birth.
- Coverage shall be retroactive to the Child's date of birth when adoption proceedings have been instituted by the Employee within thirty-one (31) days after the date of the Child's birth, and if the Employee has obtained temporary custody of the Child.
- For an adopted Child other than a newborn, coverage shall begin when temporary custody of the Child begins. However, such coverage shall only continue for one (1) year unless a decree of adoption is entered, in which case coverage shall be extended so long as such Child is otherwise eligible for coverage under the terms of this Plan of Benefits.

6. Special Enrollment

In addition to enrollment under Eligibility for Coverage Section (E)(2-5) above, the Group Health Plan shall permit an Employee or Dependent who is not enrolled to enroll if each of the following is met:

- The Employee or Dependent was covered under a group health Plan or had Creditable Coverage at the time coverage was previously offered to the Employee or Dependent; and

- The Employee stated in writing at the time of enrollment that the reason for declining enrollment was because the Employee or Dependent was covered under a group health Plan or had Creditable Coverage at that time. This requirement shall apply only if the Plan Sponsor required such a statement at the time the Employee declined coverage and provided the Employee with notice of the requirement and the consequences of the requirement at the time; and

- The Employee or Dependent's coverage described above:

- Was under a COBRA continuation provision and the coverage under the provision was exhausted; or
- Was not under a COBRA continuation provision described in section 6(c)(i), above, and either the coverage was terminated as a result of loss of eligibility for the coverage (including as a result of legal separation, divorce, termination of Dependent status (such as attaining the maximum age to be eligible as a Dependent Child under the Plan), death, termination of employment) or reduction in the number of hours of employment; or if the Plan Sponsor's contributions toward the coverage were terminated; or
- Was one of multiple Plans offered by a Plan Sponsor and the Employee elected a different Plan during an open enrollment period or when a Plan Sponsor terminates all similarly situated individuals; or
- Was under a HMO that no longer serves the area in which the Employee lives, works or resides; or
- Was under a Plan where the Participant incurred a claim that met or exceeded a lifetime limit on all benefits. The Special Enrollment period is extended until at least thirty (30) days after a claim is denied due to the operation of the lifetime limit on all benefits.
- Under the terms of the Plan, the Employee requests the enrollment not later than thirty-one (31) days after date of exhaustion described in 6(c)(ii) above, or termination of coverage or Plan Sponsor contribution described in 6(c)(iii) above. Coverage will begin no later than the first day of the first calendar month following the date the completed enrollment form is received.

The above list is not an all-inclusive list of situations when an Employee or Dependent loses eligibility. For whatever other than those listed above, see the Plan Sponsor.

The coverage of the Dependent enrolled in the Special Enrollment Period will be effective:

- In the case of marriage, the first day of the first month beginning after the date of the completed request for enrollment is received;
- In the case of a Dependent's birth, as of the day of birth; or
- In the case of a Dependent's adoption or placement for adoption, the date of the adoption or placement for adoption.

Medical or State Children's Health Insurance Program Coverage

- The Employee or Dependent was covered under a Medicaid or State Children's Health Insurance Program Plan and coverage was terminated due to loss of eligibility; or
 - The Employee or Dependent becomes eligible for assistance under a Medicaid or State Children's Health Insurance Program Plan; and
- The Employee or Dependent requests such enrollment not more than sixty (60) days after either:
 - the date of termination of Medicaid or State Children's Health Insurance Program coverage; or
 - determination that the Employee or Dependent is eligible for such assistance.

E. DEPENDENT CHILD'S ENROLLMENT

- A Dependent's eligibility for or receipt of Medicaid assistance will not be considered in enrolling that Dependent for coverage under this Plan of Benefits.
- Absent the sponsorship of an Employee, Dependents are not eligible to enroll for coverage under this Plan of Benefits.

F. CHANGE IN FAMILY STATUS

The Plan permits you to change your benefit elections during the Plan Year if a qualified change in family status occurs. Enrollment Application forms are available from your Human Resources Department. A qualified change in family status can occur for many reasons such as:

Type of Event	You need to...
Birth or Adoption	complete an Enrollment Application and indicate name of Dependent and date of birth or adoption.
Marriage	complete an Enrollment Application and indicate name of Spouse and date of marriage.
Divorce	complete an Enrollment Application and indicate the date of divorce and submit a copy of divorce decree.
Legal Separation	complete an Enrollment Application and indicate the date of separation and submit a copy of the separation agreement.
Death	complete an Enrollment Application and indicate the name of deceased and date of death.
Child reaches dependent age limit of 26.	complete an Enrollment Application and indicate the names of the family members who will continue to be covered.
Termination of employment	review section entitled Termination of Coverage in this booklet.
Loss of Spouse's employment	review section entitled Special Treatment Periods. If enrolling new Plan members, complete an Enrollment Application and submit HIPAA certificate.

In order to effect a change in your benefits, you must complete and return an Enrollment Application form to your Human Resources Department within 31 days following the qualifying event. Please note that the requested change in benefits must be consistent with your change in family status (i.e. change from a single to family coverage due to marriage).

If you have (or expect to have) a change in family status or if you are unsure about your rights and responsibilities when applying for coverage, please contact the Human Resources Department to discuss your options and the necessary enrollment procedures.

G. PARTICIPANT CONTRIBUTIONS

The Participant is solely responsible for making all payments for any Premium.

H. DISCLOSURE OF MEDICAL INFORMATION

By accepting benefits or payment of Covered Expenses, the Participant agrees that the Group Health Plan (and including Blue Cross on behalf of the Group Health Plan) may obtain claims information, medical records, and other information necessary for the Group Health Plan to consider a request for Pre-Authorization, a Continued Stay Review, an Emergency Admission Review, a Pre-Admission Review or to process a claim for Benefits.

TERMINATION OF THIS PLAN OF BENEFITS

A. TERMINATION OF THIS PLAN OF BENEFITS

Termination of an Employee's coverage and all of such Employee's Dependents' coverage will occur on the earliest of the following times:

1. The date the Group Health Plan is terminated pursuant to Sections (B)-(E) below.
2. The date an Employee ceases to be an active participant in the Group Health Plan.
3. The date an Employee ceases to be eligible for coverage as set forth in the Eligibility Section.
4. The last day of the month in which an Employee is no longer Actively at Work or the end of the period for which the required premium has been paid, except that a qualified Employee (as qualified under the Family and Medical Leave Act of 1993) may be considered Actively at Work during any leave taken pursuant to the Family and Medical Leave Act of 1993.
5. In addition to terminating when an Employee's coverage terminates, a Dependent spouse's coverage terminates on the date of entry of a court order ending the marriage between the dependent spouse and the Employee regardless of whether such order is subject to appeal.
6. In addition to terminating when an Employee's coverage terminates, a Child's coverage terminates when that individual no longer meets the definition of a Dependent under the Group Health Plan.
7. In addition to terminating when an Employee's coverage terminates, an Incorporated Dependent's coverage terminates when that individual no longer meets the definition of an Incorporated Dependent.
8. Death of the Employee.

B. TERMINATION FOR FAILURE TO PAY PREMIUMS

1. If a Participant fails to pay the Premium during the Grace Period, such Participant shall automatically be terminated from participation in the Group Health Plan, without proration to such Participant.
2. In the event of termination for failure to pay Premiums, Premiums received after termination will not automatically constitute the Employee's participation under the Group Health Plan absent written agreement by the Plan Sponsor. If the Employee's participation in the Group Health Plan is not reinstated, the late Premiums will be refunded to the Employee.

C. TERMINATION WHILE ON LEAVE

During an Employee's leave of absence that is taken pursuant to the Family and Medical Leave Act, the Plan Sponsor shall maintain the same health benefits as provided to Employees not on leave. The Employee must continue to pay his or her portion of the Premiums. If Premiums are not paid by an Employee, coverage such as of the due date of that Premium contribution.

D. TERMINATION DUE TO A RESCISSION OF COVERAGE

In the event that a Participant:

1. Performs an act, practice, or omission that constitutes fraud; or
2. Makes an intentional misrepresentation of state of fact.

The Participant's coverage under this Plan of Benefits will terminate retroactively at one of the following times:

1. If an event occurs upon application for participation in the Plan, the Participant's coverage will be void from the time of his/her effective date; or
2. If an event occurs at any other time, the Participant's coverage will terminate retroactively to the date of the event occurrence, as outlined above.

In the event your coverage is rescinded, you will be given 30 days' advance written notice of the Rescission as well as the retroactive effective date. Any Premiums paid will be returned once the Plan Administrator deducts

the amount for any claims paid.

K. NOTICE OF TERMINATION TO PARTICIPANTS

Other than as expressly required by law, if the Group Health Plan is terminated for any reason, the Plan Sponsor is solely responsible for notifying all Participants of such termination and that coverage will not continue beyond the termination date.

L. REINSTATEMENT

The Group Health Plan in its sole discretion (and upon such terms and conditions as may step-by-step occur as the Plan Sponsor may determine) may reinstate coverage under the Group Health Plan that has been terminated for any reason. If a Participant's coverage (and including coverage for the Participant's Dependents) for Covered Expenses under the Group Health Plan terminates while the Participant is on leave pursuant to the Family and Medical Leave Act because the Participant fails to pay each Participant's Premium, the Participant's coverage will be reinstated without new probationary periods if the Participant returns to work immediately after the leave period, re-enrolls and, within thirty-one (31) days following such return, pays all such Employee's portion of the past due amount and their current Premium.

M. PLAN SPONSOR IS AGENT OF PARTICIPANTS

By accepting Benefits, a Participant agrees that the Plan Sponsor is the Participant's agent for all purposes of any notice under the Group Health Plan. The Participant further agrees that notifications received from, or given to, the Plan Sponsor by PAI are notifications to the Employees except for any notice required by law to be given to the Participants by PAI.

N. PERSONNEL POLICIES

Except as required under the Family and Medical Leave Act or the Unfunded Services Employment and Reemployment Rights Act, the Plan Sponsor's current personnel policies regarding Waiting Periods, continuation of coverage, or reinstatement of coverage shall apply during the following situations: Plan Sponsor permitted absence, leave of absence, layoff, reinstatement, hire or rehire.

O. RETURN TO WORK

An Employee who returns to work within six (6) months of a layoff or an approved leave of absence will retain the same insurance status as prior to the said date, provided any required contributions have been paid in full. No new eligibility Waiting Period will apply, unless those conditions were still to be met at the time of lay-off or leave of absence.

An Employee who returns to work after six (6) months of an approved leave of absence or layoff will be considered a new Employee and will be subject to all eligibility requirements, including all requirements relating to the Effective Date of coverage (except as provided under the provisions entitled "status change").

P. STATUS CHANGE

If an Employee or Dependent has a status change while covered under this Plan of Benefits (i.e. Employee to Dependent, (TOBRA) to active) and no interruption in coverage has occurred, the Plan of Benefits will allow continuity of coverage with respect to any Waiting Period.

WOMEN'S HEALTH AND CARE EQUITY ACT OF 1993

In the case of a Participant who is receiving Covered Expenses in connection with a mastectomy, the Group Health Plan will pay Covered Expenses for each of the following (if requested by such Participant):

- A. Reconstruction of the breast on which the mastectomy has been performed;
- B. Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- C. Prostheses and physical complications at all stages of mastectomy, including lymphedema.

The Plan of Benefits' Benefit Year Deductible and Co-payment will apply to these Benefits.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Group Health Plan must comply with FMLA as outlined in the regulations issued by the U.S. Department of Labor. During any leave taken under the FMLA, the Plan Sponsor will maintain coverage under this Plan of Benefits on the same basis as coverage would have been provided if the Employee had been continuously employed during the entire leave period.

In general, eligible Employees may be entitled to:

Twelve workweeks of leave in a 12-month period for:

- + the birth of a Child and to care for the newborn Child within one year of birth;
- + the placement with the Employee of a Child for adoption or foster care and to care for the newly placed Child within one year of placement;
- + to care for the Employee's spouse, Child, or parent who has a serious health condition;
- + a serious health condition that makes the Employee unable to perform the essential functions of his or her job;
- + any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Twenty-six workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness of a service member spouse, son, daughter, parent, or next of kin to the Employee (initially caregiver leave).

CONSOLIDATED FEDERAL INSURANCE CONCILIATION ACT OF 1985

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires that Plan Sponsors allow the following categories of eligible people continue coverage under the Group Health Plan after such individuals would otherwise not be eligible:

You also may have other options available when you lose this coverage. For example, you may be eligible to enroll into an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly payments and lower out-of-pocket costs. (For more information about the Marketplace, visit www.HealthCare.gov). Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally does not accept late enrollees.

If you decide to continue this coverage, it is available for a period of up to 18, 29 or 36 months, depending on the circumstance:

- A. 18 months for Employees whose working hours are reduced - during a non-FMLA leave of absence or when an Employee changes from full-time to part-time - and any family members who also lose coverage for this reason;
- B. 18 months for Employees who voluntarily quit work and any family members who also lose coverage for this reason;
- C. 18 months for Employees who are part of a layoff and any family members who also lose coverage for this reason;
- D. 18 months for Employees who are fired, unless the firing is due to gross misconduct of the Employee, and any family members who also lose coverage for this reason;
- E. 29 months for Employees and all covered Dependents who are determined to be disabled under the Social Security Act before or during the first sixty (60) days after termination of employment or reduction of hours of employment. Notice of the Social Security Disability determination must be given to the Plan Sponsor within 60 days of the determination of disability and before the end of the first 18 months of continuation of coverage. However, if the determination was prior to termination, the Notice can be provided with COBRA election form in order to secure the extension;
- F. 36 months for (employees' widows or widowers and their Dependent Children);
- G. 36 months for separated (in states where legal separation is recognized) or divorced husbands or wives of the Employee and their Dependent Children;
- H. 36 months for Dependent Children who lose coverage under the Plan of Benefits because they no longer meet the Plan's definition of a Dependent Child;
- I. 36 months for Dependents who are not eligible for Medicare when the Employee is eligible for Medicare and no longer has coverage with the Plan Sponsor;
- J. For Plans providing coverage for retired Employees and their Dependents, a special rule applies for such persons who would lose coverage due to the Plan Sponsor filing for Title 11 bankruptcy. (Loss of coverage includes a substantial reduction of coverage within a year before or after the bankruptcy filing.) Upon occurrence of such an event, retired Employees and their eligible Dependents may continue their coverage under the Plan of Benefits until the date of their retiree. If a retiree dies while on this special continued coverage, surviving Dependents may elect to continue coverage for up to 36 additional months.

Except for items F, G, and H, above, the Plan Administrator is responsible for getting the proper form(s) to the Participant so continuation of coverage can be applied for.

For items E, G, and H, the Participant is responsible for notifying the Plan Administrator within sixty (60) days that the qualifying event has occurred. The notice must be given in writing to the Plan Administrator and should contain the following information: (1) name of benefit Plan, (2) covered Employee's name, (3) your name and address, and (4) the type of qualifying event and the date it occurred. Upon receipt of notice, the Plan Sponsor will then forward the COBRA application form to the Participant or the appropriate Dependent.

The Participant or the appropriate Dependent must complete a COBRA application form and return it to the Plan Administrator no later than 60 days (called the election period) from the later of: (1) the date the Participant's coverage ends, or (2) the date the Participant receives notice of the right to apply for continuation coverage.

An application by the Participant or their spouse for continuation of coverage also applies in any other family members who also lose coverage for the same reason. However, each family member leaving coverage for the same reason is entitled to make a separate application for continuation of coverage. If there is a choice among types of coverage under the Plan of Benefits, each family member can make a separate selection from the available types of coverage.

During an 18-month continuation of coverage period, some persons may have another situation occur to them from events listed B, C, D, and F through I. They will be entitled to continuation of coverage for an overall total of up to 36 months. For items I and H, the Participant must notify the Plan Administrator within 60 days that the situation has occurred.

Payments for continuation of coverage should be paid to the Plan Administrator or their designated party. The Plan Administrator has the right to require you to pay the entire Premium, even if active employees pay only part of the Premium. The Plan Administrator also has the right to charge and keep an extra two percent administration fee each month. For disabled employees who have applied for the 29-month COBRA continuation period, the Plan Administrator has the right to charge 150% of the applicable Premium each month for the 19th month through the 29th month of coverage.

For those Participants electing COBRA continuation of coverage, the first Premium payment must be preauthorized and credited to the Plan Administrator by the 45th day after the Participant elects continuation coverage. Thereafter, Premium payments are due on the first of each month. There is a 31-day grace period for payment of the monthly Premiums.

COBRA Continuation of Coverage ends earlier than the maximum continuation period under the following circumstances:

- A. When Premiums are not paid on time;
- B. When the Participant who has continuation of coverage becomes covered under another group health Plan or Medicare, after the date of the COBRA election, through employment or otherwise;
- C. When a disabled person covered under the extended 29-month COBRA continuation period has been determined by the Social Security Administration to be no longer disabled, coverage ends for the disabled person and any covered family members on the later of 30 days after the determination or 18 months. (Notification must be given to the Company within 30 days of final determination.)
- D. The termination of the Group Health Plan.

Uniformed Services Employment and Re-employment Rights Act (USERRA)

A. In any case in which an Employee or any of such Employee's Dependents has coverage under the Plan of Benefits, and such Employee is not Actively at Work by reason of active duty service in the uniformed services, the Employee may elect to continue coverage under the Plan of Benefits as provided in this section. The maximum period of coverage of the Employee and such Employee's Dependents under such an election shall be the lesser of:

- i. The twenty-four (24) month period beginning on the date on which the Employee's absence from being Actively at Work by reason of active duty service in the uniformed services began; or
- ii. The day after the date on which the Employee fails to apply for or return to a position of employment, as determined under USERRA.

The continuation of coverage period under USERRA will be deemed toward any continuation of coverage period available under COBRA.

B. An Employee who elects to continue coverage under this section of the Group Health Plan must pay one hundred and two percent (102%) such Employee's normal Premium. Except that, in the case of an Employee who performs service in the uniformed services for less than thirty-one (31) days, such Employee will pay the normal contribution for the thirty-one (31) days.

C. An Employee who is qualified for re-employment under the provisions of USERRA will be eligible for reinstatement of coverage under the Group Health Plan upon re-employment. Except as otherwise provided in this Article upon re-employment and reinstatement of coverage no new exclusion or Probationary Period will be imposed in connection with the reinstatement of such coverage if no exclusion or Waiting Period normally would have been imposed. This Article applies to the Employee who is re-employed and to a Dependent who is eligible for coverage under the Group Health Plan by reason of the reinstatement of the coverage of such Employee.

D. This Section shall not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been incurred in, or aggravated during, performance of service in the uniformed services.

National Defense Authorization Act—Military Leave Entitlements

- A. Permits a "spouse, son, daughter, parent or next of kin" to take up to 26 workweeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserve, who is undergoing medical treatment, recuperation, or therapy and is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness".
- B. Permits an Employee to take PBA leave for "any qualifying emergency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the Employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation".

SUBROGATION RIGHTS OF REIMBURSEMENT

In the event Benefits are provided to or on behalf of a Participant under the terms of this Plan of Benefits, the Participant agrees, as a condition of receiving Benefits under the Plan of Benefits, to transfer to the Group Health Plan all rights to recover damages in full for such Benefits when the injury or illness occurs through the act or omission of another person, firm, corporation, or organization. The Group Health Plan shall be subrogated, at its expense, to the rights-of-recovery of such Participant against any such liable third party.

If, however, the Participant receives a settlement, judgment, or other payment relating to an injury or illness from another person, firm, corporation, organization or business entity for the injury or illness, the Participant agrees to reimburse the Group Health Plan in full, and to first priority, for Benefits paid by the Group Health Plan relating to the injury or illness. The Group Health Plan's right of recovery applies regardless of whether the recovery, or a portion thereof, is specifically designated as payment for, but not limited to, medical Benefits, pain and suffering, lost wages, other specified damages, or whether the Participant has been made whole or fully compensated for his/her injuries.

The Group Health Plan's right of full recovery may be there the third party, any liability or other insurance covering the third party, the insured's own individual medical insurance, underinsured medical insurance, any medical payments (Med-Pay), no-fault, personal injury protection (PIP), malpractice, or any other insurance coverages that are paid or payable.

The Group Health Plan will not pay attorney's fees, costs, or other expenses associated with a claim or lawsuit without the expressed written authorization of the Group Health Plan.

The Participant shall not do anything to hinder the Group Health Plan's right of subrogation and/or reimbursement. The Participant shall cooperate with the Group Health Plan and execute all instruments and do all things necessary to protect and secure the Group Health Plan's right of subrogation and/or reimbursement, including asserting a claim or lawsuit against the third party or any insurance coverage to which the Participant may be entitled. Failure to cooperate with the Group Health Plan will entitle the Group Health Plan to withhold Benefits due the Participant under the Plan of Benefits document. Failure to reimburse the Group Health Plan as required will entitle the Group Health Plan to deny future Benefit payments for all Participants under this policy until the appropriate reimbursement payment has been paid in full.

It is further agreed that the Participant will sign a written agreement to repay the Group Health Plan in full out of any money that the Participant receives from a negligent person or organization. If the Participant fails to sign such an agreement, the Group Health Plan reserves the right to withhold payment of the Participant's claims, which relate to the negligence of another person or organization, until such time as the Participant signs the agreement to repay.

WORKERS' COMPENSATION PROVISIONS

This policy does not provide benefits for diagnosis, treatment or other service for any injury or illness that is sustained by a Participant that arises out of, in connection with, or as the result of any work for wage or profit when coverage under any Workers' Compensation Act or similar law is required or is otherwise available for the Participant. Benefits will not be provided under this Plan if coverage under the Workers' Compensation Act or similar law would have been available to the Participant but the Participant elects exemption from available Workers' Compensation coverage; waives entitlement to Workers' Compensation benefits for which benefit is eligible; fails to timely file a claim for Workers' Compensation benefits or seeks treatment for the injury or illness from a provider that is not authorized by the Participant's Plan Sponsor.

If the Group Health Plan, or its designee, including PAI (hereinafter referred to as "the Plan") pays benefits for an injury or illness and the Plan determines the Participant also received Workers' Compensation benefits by means of a settlement, judgment, or other payment for the same injury or illness, the Participant shall reimburse the Plan in full all Benefits paid by the Plan relating to the injury or illness.

The Plan's right of recovery will be applied even if the Workers' Compensation benefits are in dispute or are made by means of a compromised, doubtful and disputed, offset or other settlement; no final determination is made that the injury or illness was sustained in the course of or resulted from the Participant's employment; the amount of Workers' Compensation benefits due to medical or health care is not agreed upon or defined by the Participant or the Workers' Compensation carrier; or the medical or health care benefits are specifically excluded from the Workers' Compensation settlement or compromise.

As a condition of receiving Benefits under this Plan of Benefits, the Participant agrees to notify the Plan of any Workers' Compensation claim he/she may make and agree to reimburse the Plan as described herein. The Participant shall not do anything to hinder the Plan's right of recovery. The Participant shall cooperate with the Plan, execute all documents, and do all things necessary to protect and secure the Plan's right of recovery, including asserting a claim or lawsuit against the Workers' Compensation carrier or any other insurance coverage to which the Participant may be entitled. Failure to cooperate with the Plan will entitle the Plan to withhold Benefits due the Participant under this Plan of Benefits. Failure to reimburse the Plan as required under this Section will entitle the Plan to invoke the Workers' Compensation Exclusion and deny payment for all claims relating to the injury or illness and/or deny future Benefit payments for any such Participant until the reimbursement amount has been paid in full.

COORDINATION OF BENEFITS

Coordination of benefits rules apply when a Participant is covered by this Plan of Benefits and also covered by any other Plan or Plans. When more than one coverage exists, one Plan normally pays its benefits in full and the other Plan pays a reduced benefit. This Plan of Benefits will always pay either its Benefits in full or a reduced amount that, when added to the benefits payable by the other Plan or Plans, will not exceed 100% of Allowed Amounts. Only the amount paid by the Plan of Benefits will be included for purposes of determining the maximum in the Schedule of Benefits. Through the coordination of benefits, a Participant or Dependent will not receive more than the Allowed Amounts for a loss.

The coordination of benefits provision applies whether or not a claim is filed under the other Plan or Plans. The Participant agrees to provide authorization to the Plan of Benefits to obtain information as to benefits or services available from any other Plan or Plans, so to recover overpayments. All Benefits contained in the Plan of Benefits are subject to this provision.

When this Plan of Benefits is primary, benefits are determined before those of the other Plan. The benefits of the other Plan are not considered. When this Plan of Benefits is secondary, Benefits are determined after those of the other Plan. Benefits may be reduced because of the other Plan's benefits. When there are more than two Plans, the Plan of Benefits may be primary as to one and may be secondary as to another.

ORDER OF DETERMINATION

If a Participant covered hereunder is also covered for comparable benefits or services under another Plan that is the Primary Plan, benefits payable under this Plan of Benefits will be reduced so that, for benefits incurred, benefits available under all Plans shall not exceed the Allowed Amounts of such benefits.

This Plan of Benefits determines its order of Benefits using the first of the following that applies:

- A. **General** - A Plan that does not coordinate with other Plans is always the Primary Plan;
- B. **Non-Dependent/Dependent** - The benefits of the Plan that covers the person as an Employee (other than a Dependent) is the Primary Plan, the Plan that covers the person as a Dependent is the Secondary Plan;
- C. **Dependent Child/Parents Not Separated or Divorced** - Except as stated in (D) below, when this Plan of Benefits and another Plan cover the same Child as a Dependent of different parents:
 1. The Primary Plan is the Plan of the parent whose birthday (month and day) falls earlier in the year. The Secondary Plan is the Plan of the parent whose birthday falls later in the year; but
 2. If both parents have the same birthday, the benefits of the Plan that covers the parent the longer time is the Primary Plan, the Plan that covered the parent the shorter time is the Secondary Plan;
 3. If the other Plan does not have the birthday rule, but has the gender rule and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- D. **Dependent Child/Separated or Divorced Parents** - If two or more Plans cover a person as a Dependent Child of divorced or separated parents, benefits for the Child are determined in this order:
 1. First, the Plan of the parent with custody of the Child;
 2. Then, the Plan of the spouse of the parent with custody;
 3. Finally, the Plan of the parent without custody of the Child.However, if the specific terms of a court decree state that one parent is responsible for the health care expenses of the Child, then that parent's Plan is the Primary Plan. If a court decree states that the parents shall share joint custody, without stating that one of the parents is financially responsible for the health care of the Child, the order of liability will be determined according to the rules for Dependent Children whose parents are not separated or divorced. Anyone who legally adopts the Child will assume normal parent status.
- E. **Active/Inactive Employee** - The Primary Plan is the Plan that covers the person as an Employee who is neither laid off nor retired (or as that Employee's Dependent). The Secondary Plan is the Plan that covers that person as

a laid-off or retired Employee (re as the Employee's Dependent). If the other Plan does not have this rule, and if, as result the Plans do not agree on the order of benefits, this rule does not apply.

F. Longer/Shorter Length of Coverage - If none of the above rules determines the order of benefits, the Primary Plan is the Plan that covered an Employee longer. The Secondary Plan is the Plan that covered that person the shorter time.

G. In the case of a Plan that contains order of benefit determination rules that declare that Plan to be excess to or always secondary to all other Plans, this Plan of Benefits will coordinate benefits as follows:

1. If this Plan of Benefits is Primary, it will pay or provide Benefits on a Primary basis;
2. If this Plan of Benefits is secondary, it will pay or provide Benefits last, but the amount of Benefits payable will be determined as if this Plan of Benefits were the Secondary Plan. The liability of this Plan of Benefits will be limited to such payments;
3. If the Plan does not furnish the information needed by this Plan of Benefits to determine Benefits within a reasonable time after such information is requested, this Plan of Benefits shall assume that the benefits of the other Plan are the same as those provided under this Plan of Benefits, and shall pay Benefits accordingly. When information becomes available as to the actual benefits of the other Plan, any Benefit payment made under this Plan of Benefits will be adjusted accordingly.

H. Right To Contribution of Health Information

The Plan Administrator and PAI have the right:

1. To obtain or have information with any insurance company or other organization regarding coordination of benefits without the claimant's consent, and
2. To require that the claimant provide the Plan Administrator with information on such other Plans so that this provision may be implemented,
3. To pay over the amount due under this Plan of Benefits to an insurer or other organization if this is necessary, in the Plan Administrator or PAI's opinion, to satisfy the terms of this provision.

I. Facility of Payment

Whenever payments that should have been made under this Plan of Benefits in accordance with this provision have been made under any other Plan or Plans, the Plan Administrator will have the right, exercisable alone and in its sole discretion, to pay to any insurance company or other organization or person making such other payments any amount it will determine in order to satisfy the intent of this provision, and amount so paid will be deemed to be Benefits paid under this Plan of Benefits and to the extent of such payment, the Plan Administrator will be fully discharged from liability under this Plan of Benefits. The benefits that are payable will be charged against any applicable Maximum Payment or Benefit of this Plan of Benefits rather than the amount payable in the absence of this provision.

J. Medicare

Individuals Age 65 or Older

If you are a Participant and are age 65 or older, this Plan is the primary payer. Medicare will be the secondary payer.

If you are a retiree and are age 65 or older and are eligible to participate in this Plan, Medicare will be the primary payer and this Plan will pay secondary.

If you are not a Participant and are age 65 or older, Medicare will be your only medical coverage.

Disabled Participants*

If you are a Participant who is disabled, this Plan is the primary payer and Medicare is the secondary payer.

*This applies for Plans with 100 or more employees. (If the Plan has less than 100 employees, Medicare is primary for disabled individuals).

End-Stage Renal Disease

If you have End-Stage Renal Disease and are a Participant, this Plan is the primary payer and Medicare is the secondary payer for the first 30 months of eligibility or entitlement to Medicare. After 30 months, Medicare will be the primary payer, and this Plan will be the secondary payer.

COBRA - Age 65 or Older or Disabled

If you are age 65 or older or disabled, and covered by Medicare and COBRA, Medicare will be the primary payer and the COBRA coverage will pay secondary.

Coordination:

When Medicare is primary and the Plan is secondary, Medicare (Parts A and B) will be considered a Plan for the purpose of coordination of benefits. The Plan will coordinate benefits with Medicare whether or not the Participant or their Dependents were actually receiving Medicare benefits.

ERISA RIGHTS

As a Participant in this Group Health Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA") provided the Plan Sponsor is subject to ERISA regulations. ERISA provides that all Participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all documents governing the Group Health Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration ("EBSA").

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Group Health Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary Plan description. The Plan Administrator may assess a reasonable charge for the copies.

Receive, upon request, a summary of the Group Health Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Continue Group Health Plan Coverage

Continue health care coverage for yourself and your Dependents if there is a loss of coverage under the Group Health Plan as a result of a Qualifying Event. You or your Dependents may have to pay for such continuation coverage. You should review the documents governing COBRA continuation coverage rights.

Fiduciary Duties by Plan Officials

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of an employee welfare benefit plan. The people who administer an employer's welfare benefit plan are called "fiduciaries" and have a duty to do so prudently and in the interest of the Participants. The Plan Sponsor is the fiduciary of the Group Health Plan.

Enforce Your Rights

If your claim for a Benefit is denied or ignored, in whole or in part, you have a right to know why this was done, in written copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for Benefits that is denied or ignored, in whole or in part, you may file suit in state or federal court. In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order or a Medical Child Support Order, you may file suit in federal court. If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

No one, including your Plan Sponsor, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Benefit or exercising your rights under ERISA.

Assistance with Your Questions

If you have any questions about the Group Health Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

DISCLOSURE OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR

The Group Health Plan will disclose (or require PII to disclose) Participant's PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administrative functions for the Group Health Plan not inconsistent with the requirements of HIPAA. Any disclosure to and use by the Plan Sponsor will be subject to and consistent with the provisions of the sections below.

1. Disclosure of Protected Health Information to Plan Sponsor

- The Group Health Plan and any health insurance issuer or business associate servicing the Group Health Plan will disclose PHI to the Plan Sponsor only to permit the Plan Sponsor to carry out Plan administrative functions for the Group Health Plan not inconsistent with the requirements of the HIPAA and its implementing regulations, as amended. Any disclosure to and use by the Plan Sponsor of PHI will be subject to and consistent with the provisions of paragraphs 2 and 3 of this section.
- Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor unless the disclosures are captured in the Notice of Privacy Practices distributed to the Participant.
- Neither the Group Health Plan nor any health insurance issuer or business associate servicing the Plan of Benefits will disclose Participant's PHI to the Plan Sponsor for the purpose of employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

2. Restrictions on Plan Sponsor's Use and Disclosure of Protected Health Information.

- The Plan Sponsor will neither use nor further disclose Participant's PHI, except as permitted or required by the Plan documents, as amended, or required by law.
- The Plan Sponsor will ensure that any agent, including any subcontractor, to whom it provides Participant's PHI, agrees to the restrictions and conditions of the Plan of Benefits with respect to PHI.
- The Plan Sponsor will not use or disclose Participant PHI for employment-related actions or decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- The Plan Sponsor will report to the Group Health Plan any use or disclosure of Participant PHI that is inconsistent with the uses and disclosures allowed under this section promptly upon learning of such inconsistent use or disclosure.
- The Plan Sponsor will make PHI available to the Participant who is the subject of the information in accordance with HIPAA.
- The Plan Sponsor will make PHI available for amendment, and will so notice amend Participant PHI, in accordance with HIPAA.
- The Plan Sponsor will make disclosures it may make of Participant PHI so that it can make available the information required for the Group Health Plan to provide an accounting of disclosures in accordance with HIPAA.
- The Plan Sponsor will make available its internal processes, books, and records, relating to its use and disclosure of Participant's PHI, to the Group Health Plan and to the U.S. Department of Health and Human Services to determine compliance with HIPAA.
- The Plan Sponsor will, if feasible, return or destroy all Participant PHI, in whatever form or medium (including in any electronic medium under the Plan Sponsor's custody or control), received from the Group Health Plan, including all copies of and any data or computations derived from and allowing identification of any Participant who is the subject of the PHI, when the Participant's PHI is no longer needed for the Plan administrative functions for which the disclosure was made. If it is not feasible to return or destroy all Participant PHI, the Plan Sponsor will limit the use or disclosure of any Participant PHI it cannot feasibly return or destroy to those purposes that make the return or destruction of the information infeasible.

3. Adequate Separation Between the Plan Sponsor and the Group Health Plan

- Certain classes of employees or other workforce members under the control of the Plan Sponsor may be given access to Participant PHI received from the Group Health Plan or business associate servicing the Group Health Plan.
- Those employees will have access to PHI only to perform the Plan administrative functions that the Plan Sponsor provides for the Group Health Plan.
- Those employees will be subject to disciplinary action and sanctions, including termination of employment or dismissal with the Plan Sponsor, for any use or disclosure of Participant PHI in breach or violation of or noncompliance with the provisions of this section of the Plan of Benefits. The Plan Sponsor will promptly report such breach, violation or noncompliance to the Group Health Plan, and will cooperate with the Group Health Plan to correct the breach, violation or noncompliance, to impose appropriate disciplinary action or sanctions on each employee or other workforce member causing the breach, violation or noncompliance, and to mitigate any deleterious effect of the breach, violation or noncompliance on any Participant, the privacy of whose PHI may have been compromised by the breach, violation or noncompliance.

- Plan Sponsor shall ensure that the separation required by the above provisions will be supported by reasonable and appropriate security measures.

4. Plan Sponsor Obligations to the security of Electronic Protected Health Information ("ePHI")

Where ePHI will be created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Group Health Plan, the Plan Sponsor shall reasonably safeguard the ePHI as follows:

- Plan Sponsor will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the ePHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Group Health Plan. Plan Sponsor will ensure that any agent, including a subcontractor, to whom it provides ePHI agrees to implement reasonable and appropriate security measures to protect this information.
- The Plan Sponsor shall report any security incident of which it becomes aware to the Group Health Plan as provided below.

- In determining how and how often Plan Sponsor shall report security incidents to Group Health Plan, both Plan Sponsor and Group Health Plan agree that unsuccessful attempts or unauthorized access or system interference occur frequently and that there is no significant benefit for data security from requiring the documentation and reporting of such unsuccessful intrusion attempts. In addition, both parties agree that the cost of documenting and reporting such unsuccessful attempts as they occur outweigh any potential benefit gained from reporting them. Consequently, both Plan Sponsor and Group Health Plan agree that this Agreement shall constitute the documentation, notice and written report of any such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C, and that no further notice or report of such attempts will be required. By way of example (and not limitation in any way), the Parties consider the following to be illustrative (but not exhaustive) of unsuccessful security incidents when they do not result in unauthorized access, use, disclosure, modification, or destruction of ePHI or interference with an information system:

- Phishing or a Party's firewall,
- Port scans,
- Attempts to log on to a system or server database with an invalid password or username,
- Denial-of-service attacks that do not result in a server being taken off-line, and
- Malware (e.g., worms, viruses)

- ii. Plan Sponsor shall, however, separately report to Group Health Plan (i) any successful unauthorized access, use, disclosure, modification, or destruction of the Group Health Plan's ePHI of which Plan Sponsor becomes aware if such security incident either (a) results in a breach of confidentiality; (ii) results in a breach of integrity but only if such breach results in a significant, unauthorized alteration or destruction of Group Health Plan's ePHI; or (c) results in a breach of availability of Group Health Plan's ePHI, but only if said breach results in a significant interruption to normal business operations. Such reports will be provided in writing within ten (10) business days after Plan Sponsor becomes aware of the impact of such security incident upon Group Health Plan's ePHI.

GENERAL INFORMATION

Whichever Plan Sponsor establishes this Group Health Plan and the applicable Benefits, rights and privileges shall pertain to participating employees, hereinafter referred to as "Employees" and the eligible Dependents of such Employees, as herein defined, for which Benefits are provided through a fund established by the Plan Sponsor and hereinafter referred to as the "Plan of Benefit".

ADMINISTRATIVE SERVICES ONLY

PAI provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims. The Group Health Plan is a self-funded health Plan, and the Plan Sponsor assumes all financial risk and obligation with respect to claims.

CLERICAL ERRORS

Clerical errors by PAI or the Plan Sponsor will not cause a denial of Benefits that should otherwise have been granted, nor will clerical errors cancel Benefits that should otherwise have existed.

GOVERNING LAW

The Group Health Plan may be governed by and subject to ERISA and any other applicable Federal law. If ERISA or another federal law does not apply, the Group Health Plan is governed by and subject to the laws of the State of North Carolina. If Federal law conflicts with any state law, then such federal law shall govern. If any provision of the Group Health Plan conflicts with such law, the Group Health Plan shall automatically be amended solely as required to comply with such state or federal law.

IDENTIFICATION CARD

A Participant must present their Identification Card (and to receive Benefits.

Having an Identification Card creates no right to Benefits or other services. To be entitled to Benefits, the cardholder must be a Participant whose Premium has been paid. Any person receiving Covered Expenses to which the person is not entitled will be responsible for the charges.

INFORMATION AND RECORDS

PAI and the Plan Sponsor are entitled to obtain such medical and hospital records as may reasonably be required from any Provider incident to the treatment, payment and healthcare operations for the administration of the Benefits hereunder and the sharing of Physician's contribution as to the Medical Necessity for care or treatment.

LEGAL ACTIONS

No action or suit or in equity can be brought under the Group Health Plan until such Participant has exhausted the administrative process (including the exhaustion of all appeals) as described in this booklet. No such action may be brought after the expiration of any applicable period prescribed by law.

MISSTATEMENT OF AGE

If age is a factor in determining eligibility or extent of coverage and there has been a misstatement of age, the coverage or amounts of Benefits, or both, for which the person is covered shall be adjusted in accordance with the covered individual's true age. Any such misstatement of age shall neither continue coverage otherwise validly terminated, nor terminate coverage otherwise validly in force. Contributions and Benefits will be adjusted on the contribution due date next following the date of the discovery of such misstatement.

NEGLIGENCE OR MALPRACTICE

PAI and the Plan Sponsor do not practice medicine. Any medical treatment, service or Medical Supplies rendered to or supplied to any Participant by a Provider is rendered or supplied by such Provider and not by PAI or the Plan Sponsor. PAI and the Plan Sponsor are not liable for any improper or negligent act, omission or act of malfeasance of any Provider in rendering such medical treatment, service, Medical Supplies or medication.

NOTICES

Except as otherwise provided in this Plan of Benefits, any notice under the Group Health Plan may be given by Certified Mail, return receipt requested and addressed:

1. To PAI:
Planed Administrators, Inc.
Post Office Box 6927
Columbia, South Carolina 29230
2. To a Participant: To the last known name and address listed for the Employee on the membership application. Participants are responsible for notifying PAI of any name or address changes within thirty-one (31) days of the change.
3. To the Plan Sponsor: To the name and address last given to PAI. The Plan Sponsor is responsible for notifying PAI and Participants of any name or address change within thirty-one (31) days of the change.

NO WAIVER OF RIGHTS

At no time, PAI (on behalf of the Group Health Plan) or the Plan Sponsor may, at their discretion, choose to enforce all of the terms and conditions of this Plan of Benefits. Such a decision does not mean the Group Health Plan or the Plan Sponsor waives or gives up any rights under this Plan of Benefits in the future.

OTHER INSURANCE

Each Participant must provide the Group Health Plan (and us, together, including PAI) and the Plan Sponsor with information regarding all other health insurance coverage in which such Participant is enrolled.

PAYMENT OF CLAIMS

Except for the Participant's Provider, a Participant is expressly prohibited from waiving any right to payment of Covered Expenses or any payment related to Benefits. The Group Health Plan may pay Covered Expenses directly to the Employee or to the Non-Participating Provider upon receipt of due proof of loss for services provided by a Non-Participating Provider. Where a Participant has received Benefits from a Participating Provider or Contracting Provider, the Group Health Plan will pay Covered Expenses directly to such Participating Provider or Contracting Provider.

PHYSICAL EXAMINATION

The Group Health Plan has the right to examine, at their own expense, a Participant whose injury or sickness is the basis of a claim (whether Pre-Serve, Post-Serve, Concurrent or Urgent Care). Such physical examination may be made as often as the Group Health Plan (through its designees, including PAI) may reasonably require while such claim for Benefits or request for Pre-Authorization is pending.

PLAN AMENDMENTS

Upon thirty (30) days prior written notice, the Plan Sponsor may unilaterally amend the Group Health Plan. Increases in the Benefits provided or decreases in the Premium are effective without such prior notice. Notice of an amendment will be effective when addressed to the Plan Sponsor. PAI has no responsibility to provide individual notices to each Participant when an amendment to the Group Health Plan has been made.

PLAN IS NOT A CONTRACT

This Plan of Benefits constitutes the entire Group Health Plan. The Plan of Benefits will not be deemed to constitute a contract of employment or give any employee of the Plan Sponsor the right to be retained in the service of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge or otherwise terminate the employment of any employee.

PLAN INTERPRETATION

The Plan Administrator has full discretionary authority to interpret and apply all Plan of Benefits provisions, including, but not limited to, all issues concerning eligibility and determination of Benefits. The Plan Administrator may contract with an independent administrative firm to process claims, maintain Group Health Plan data, and perform other Group Health Plan-related services, however, final authority to construe and apply the provisions

of the Plan of Benefits rests exclusively with the Plan Administrator. Decisions of the Plan Administrator, made in good faith, shall be final and binding.

REPLACEMENT COVERAGE

If the Group Health Plan replaced the Plan Sponsor's prior Plan, all eligible persons who were validly covered under the Plan on its termination date will be covered on the Plan of Benefits Effective Date of the Group Health Plan, provided such persons are qualified for coverage as stated in the Eligibility for Coverage Section.

TERMINATION OF PLAN

The Plan Administrator reserves the right at any time to terminate the Group Health Plan by a written instrument to that effect. All previous contributions by the Plan Administrator shall continue to be issued for the purpose of paying Benefits under the provisions of this Plan of Benefits with respect to claims arising before such termination, or shall be used for the purpose of providing similar health Benefits to covered Employees, until all contributions are exhausted.

ADMINISTRATIVE INFORMATION

TYPE OF ADMINISTRATION

The Plan is a self-funded group health and disability Plan and the administration is provided through a Third Party Claims Administrator. The funding for the benefits is derived from the funds of the Employer and contributions made by covered Employees. The Plan is not insured.

PLAN NAME

Greene County Employee Health Plan

PLAN NUMBER: 911-9000512

TAX ID NUMBER: 57-6000391

PLAN EFFECTIVE DATE: 5/1/2014

PLAN YEAR ENDS: April 30

EMPLOYER INFORMATION

Greene County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

PLAN ADMINISTRATOR

Greene County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

NAMED FIDUCIARY

Greene County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

AGENT FOR SERVICE OF LEGAL PROCESS

Greene County
415 South Pine Street
Walhalla, SC 29691
(864) 638-4244

CLAIMS ADMINISTRATOR

Planned Administration, Inc.
P.O. Box 6427
Columbia, SC 29260
1-800-768-4575
www.pai.com

Ordinance 2015-01
Effective September 15,
2015 and 2

DEFINITIONS

Capitalized terms that are used in this Plan of Benefits shall have the following defined meanings:

Active Employee: an Employee who is on the regular payroll of the Plan Sponsor and who has begun to perform the duties of his/her job with the Plan Sponsor on a full-time or part-time basis.

Actively at Work: a permanent, full-time employee who works at least the minimum number of hours per week and the minimum number of weeks per year (each as set forth in the ELIGIBILITY section) and who is not absent from work during the initial enrollment period because of a leave of absence or temporary layoff. An absence during the initial enrollment period due to a Health Status Related Factor will not keep an employee from qualifying for Actively at Work status.

Admission: the period of time between a Participant's entry as a registered bed-patient into a Hospital or Skilled Nursing Facility and the time the Participant leaves or is discharged.

Adverse Benefit Determination: any denial, reduction or termination of, or failure to provide or make (in whole or in part) payment for a claim for Benefits, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or beneficiary's eligibility to participate in a Plan, and including a denial, reduction or termination, or failure to provide or make payment (in whole or in part) for a Benefit that results from the application of any utilization review as well as a failure to cover an item or service for which Benefits are otherwise provided because it is determined to be Experimental or Investigational or not Medically Necessary or appropriate.

Allowed Amount: the amount the Plan Sponsor agrees to pay a Participating Provider or Non-Participating Provider as payment in full for a service, procedure, supply or equipment. For a Non-Participating Provider, (i) the Allowed Amount shall not exceed the Maximum Payment and (ii) in addition to the Member's liability for deductibles, copayments and/or co-insurance, the Participant may be balance billed by the Non-Participating Provider for any difference between the Allowed Amount and the billed charges.

Ambulatory Surgical Center: a licensed facility that:

1. has permanent facilities equipped and operated primarily for the purpose of performing surgical procedures on an out-patient basis; and
2. has continuous Physician services and registered professional nursing services whenever a patient is in the facility; and
3. does not provide accommodations for patients in any overnight; and
4. is not, other than incidentally, a facility used as an office or clinic for the private practice of a Physician or oral surgeon.

Ambulatory Surgical Center includes an endoscopy center.

Benefit Year: the period of time set forth on the Schedule of Benefits. The annual Benefit Year may be more or less than twelve (12) months.

Benefit Year Deductible: the amount, if any, listed on the Schedule of Benefits that must be paid by the Participant each Benefit Year before the Group Health Plan will pay Covered Expenses. The Benefit Year Deductible is subtracted from the Allowed Amount before Coinsurance is calculated. Participants must refer to the Schedule of Benefits to determine if the Benefit Year Deductible applies to the Out-of-Pocket Maximum.

Benefits: medical services or Medical Supplies that are:

1. Medically Necessary; and
2. Pre-Authorized (when required under the Plan of Benefits or the Schedule of Benefits); and

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3. Included in this Plan of Benefits, and
4. Not limited or excluded under the terms of this Plan of Benefits.

Birthing Center: any freestanding health facility, place, professional office or institution which is not a Hospital or is a Hospital, whose births occur in a home-like atmosphere. This facility must be licensed and operated in accordance with the laws pertaining to Birthing Centers in the jurisdiction where the facility is located.

Brand Name Drug: a Prescription Drug that is manufactured under a registered trade name or trademark.

Calendar Year: January 1st through December 31st of the same year.

Certificate of Creditable Coverage: a document from a group health Plan or issuer that proves that a Participant had prior Creditable Coverage with that group health Plan or issuer.

Child: An Employee's child, whether a natural child, adopted child, foster child, stepchild, or child for whom an Employee has custody or legal guardianship. The term "Child" also includes an Incurable/Disabled Dependent or a child of a divorced or divorcing Employee who, under a Qualified Medical Child Support Order, has a right to enroll under the Group Health Plan. The term "Child" does not include the spouse of an eligible child.

Under ACA and the Health Care and Education Reconciliation Act, "Child" does not include an individual who is eligible for other employer-sponsored coverage if the Group Health Plan is a grandfathered Plan for Plan years beginning before January 1, 2014.

Clear Claim: one that can be processed in accordance with the terms of this document without obtaining additional information from the service provider or third party. It is a claim which has no defect or irregularity. A defect or irregularity shall include a lack of required supporting documentation as set forth and in accordance with this document, or a particular circumstance requiring special treatment which prevents timely payment as set forth in this document, and only as permitted by this document, from being made. A Clear Claim does not include claims under investigation for fraud and abuse or claims under review for Medical Necessity and Reasonableness, or fees under review for Usual and Customary, or any other names that may prevent the charge(s) from being covered, expenses in accordance with the terms of this document.

Filing a Clear Claim: A Provider submits a Clear Claim by providing the required data elements on the standard claim form, along with any attachments and additional elements or revisions to data elements, of which the Provider has knowledge. The Plan Administrator may require attachments or other information in addition to those standard items (as noted elsewhere in this document and as other may appear in claim submissions) to ensure charges constitute covered expenses as defined by and in accordance with the terms of this document. The paper claim form or electronic file record must include all required data elements and must be complete, legible, and accurate. A claim will not be considered to be a Clear Claim if the Plan Participant has failed to submit required forms or additional information to the Plan as well.

COBRA: The Unfunded Omnibus Budget Reconciliation Act of 1986, as amended.

Coinsurance: the sharing of Covered Expenses between the Participant and the Group Health Plan. After the Participant's Benefit Year Deductible requirement is met, the Group Health Plan will pay the percentage of Allowed Amount as set forth on the Schedule of Benefits. The Participant is responsible for the remaining percentage of the Allowed Amount. Coinsurance is calculated after any applicable Benefit Year Deductible or Co-insurance is subtracted from the Allowed Amount based upon the network charge or lesser charge of the Provider.

For Prescription Drug Benefits, Coinsurance means the amount payable by the Participant, calculated as follows:

1. The percentage listed on the Schedule of Benefits, multiplied by
2. The amount listed in the Participating Provider's schedule of allowance for that item calculated at the time of sale;
3. Unless regard to any Credit or allowance that may be received by PBM.

Consistent Care Claims: an ongoing course of treatment to be provided over a period of time or number of treatments.

Continued Stay Review: the review that must be obtained by a Participant (or the Participant's representative) regarding an extension of an Admission to determine if an Admission for longer than the time that was originally Pre-Admitted is Medically Necessary (when required).

Co-payment: the amount specified on the Schedule of Benefits that the Participant must pay directly to the Provider each time the Participant receives Benefits.

Cosmetic Dentistry: unnecessary dental procedures ("cosmetic" dental procedures may be covered if necessary due to an accident while covered under this Plan).

Cosmetic Surgery: medically unnecessary surgical procedures, usually, but not limited to plastic surgery directed toward preserving beauty or correcting scars, blemishes or disfigurements ("cosmetic" procedures may be covered if necessary due to a debilitating procedure while covered under this plan).

Covered Charge(s): those Medically Necessary services or supplies that are covered under this Plan.

Covered Expenses: the amount payable by the Group Health Plan for Benefits. The amount of Covered Expenses payable for Benefits is determined as set forth in this Plan of Benefits and at the percentages set forth in the Schedule of Benefits. Covered Expenses are subject to the limitations and requirements set forth in the Plan of Benefits and on the Schedule of Benefits. Covered Expenses will not exceed the Allowed Amount.

Credit: financial credits (including rebates and/or other amounts) to PBM directly from drug manufacturers or other Providers through a Pharmacy Benefit Manager (PBM). Credits are used to help subsidize overall costs and to offset expenses that may not be payable to Plan Sponsor or Participants.

Reimbursements to a Participating Pharmacy, or discounted prices charged at Pharmacies, are not affected by these credits. Any Coinsurance that a Participant must pay for Prescription Drugs is based on the Allowed Amount at the Pharmacy and does not change due to receipt of any Credit received by PBM. Co-payments are not affected by any Credit.

Creditable Coverage: benefits or coverage provided under any of the following (each capitalized term as defined under HIPAA unless defined in the Plan of Benefits).

1. A group health Plan;
2. Health Insurance Coverage;
3. Medicare Part A or Part B, Title XVIII of the Social Security Act;
4. Medicare Title XIX of the Social Security Act, other than coverage exceeding safety of benefits under Section 1924;
5. Title 10 United States Code Chapter 55 (i.e. medical and dental care for members and certain former members of the uniformed Services and their Dependents);
6. A medical care program of the Indian Health Service or of a tribal organization;
7. A state health benefit risk pool, including South Carolina Health Insurance Pool (SCHIP);
8. A state Children's Health Insurance Program (SCHIP);
9. A health plan related under Chapter 89 of Title 5, United States Code (Federal Employee Health Benefits Act);
10. A public health Plan, including that of the U.S. Federal Government as well as that of a foreign country or its political subdivision; or
11. A health benefit Plan under Section 5(c) of 22 United States Code 2804(c), the Peace Corps Act.

Creditable Coverage does not include coverage exceeding safety of accepted benefits (as defined within the definition of Health Insurance Coverage).

Custodial Care: care (including room and board needed to provide that care) that is given principally for personal hygiene or for assistance in daily activities and care, according to generally accepted medical standards, be performed by persons who have no medical training. Examples of Custodial Care are help in walking and getting out of bed, assistance in bathing, dressing, feeding, or supervision over medication which could normally be self-administered.

Dependent: an individual who is:

1. An Employee's spouse (NOT to include an individual of the same sex as the Employee); or
2. A Child under the age set forth in the Eligibility for Coverage section; or
3. An Incapacitated Dependent.

The following persons are excluded as Dependents:

1. Other individuals living in the covered Employee's home, but are not eligible as dependents;
2. The divorced former spouse of the Employee;
3. Any person who is on active duty in any military service of any country; or
4. Any person who is covered under the Plan as an Employee.

Detoxification: a Hospital service providing treatment to detatch or remove from a Patient's body the toxic effects of chemical substances, such as alcohol or drugs, usually as an initial step in the treatment of a chemical-dependent person.

Disputed Service: services (including diagnostic services) that use non-Benefit but may be offered to Participants from time to time as a result of being a Participant.

Durable Medical Equipment: equipment that:

1. Can stand repeated use; and
2. Is Medically Necessary; and
3. Is customarily used for the treatment of a Participant's illness, injury, disease or disorder; and
4. Is appropriate for use in the home; and
5. Is not useful to a Participant in the absence of illness or injury; and
6. Does not include appliances that are provided solely for the Participant's comfort or convenience; and
7. Is a standard, non-exotic item (as determined by the Group Health Plan); and
8. Is ordered by a medical doctor, oral surgeon, podiatrist or osteopath.

Prosthetic Devices, Orthopedic Devices and Orthotic Devices are considered Durable Medical Equipment. Items such as air conditioners, dehumidifiers, whirlpool baths, and other equipment that have therapeutic uses are not considered Durable Medical Equipment.

Emergency Admission Review: the review that must be obtained by a Participant for the Participant's representative) within twenty-four (24) hours of or by the end of the first working day after the commencement of an Admission to a Hospital to treat an Emergency Medical Condition.

Emergency Medical Condition: a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention to result in:

1. Placing the health of the Participant, or with respect to a pregnant Participant, the health of the Participant or her unborn child, in serious jeopardy; or
2. Serious impairment to bodily functions; or
3. Serious dysfunction of any bodily organ or part.

Employee: any employee of the Employer (also known as Plan Sponsor) who is eligible for coverage as provided in the eligibility section of this Plan of Benefits, and who is so designated in PAI by the Employer (also known as Plan Sponsor).

Employer: the entity providing this Plan of Benefits, also known as Plan Sponsor.

Employer Effective Date: the date PAI begins to provide services under this Plan of Benefits, also known as Plan Sponsor Effective Date.

Enrollment Date: the date of enrollment in the Group Health Plan or the first day of the Waiting Period for enrollment, whichever is earlier.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

Experimental or Investigational: surgical procedures or medical procedures, supplies, devices or drugs that, at the time provided, or sought to be provided, are in the judgment of PAI not recognized as conforming to generally accepted medical practice, or the procedure, drug or device:

1. Has not received required final approval or markup from appropriate governmental bodies; or
2. Is one about which the peer-reviewed medical literature does not permit conclusions concerning its effect on health outcomes; or
3. Is not demonstrated to be as beneficial as established alternatives; or
4. Has not been demonstrated to improve net health outcomes; or
5. Is one in which the improvement claimed as not demonstrated to be observable outside the experimental or investigational setting.

Excluded Benefits: benefits or coverage that does not constitute Creditable Coverage:

1. Coverage only for accidents, or disability income insurance, or any combination thereof;
2. Coverage issued as a supplement to liability insurance;
3. Liability insurance, including general liability insurance and automobile liability insurance;
4. Workers' compensation or similar insurance;
5. Automobile medical payment insurance;
6. Credit-only insurance;
7. Coverage for non-site medical clinics;
8. Other similar insurance coverage specified in regulations, under which benefits for medical care are secondary or incidental to other insurance benefits.

Offered separately:

1. Limited scope dental or vision benefits;
2. Benefits for long-term care, nursing home care, Home Health Care, continuity-based care, or any combination thereof;
3. Such other similar, limited benefits as specified in regulations.

Offered as independent, non-coordinated benefits:

1. Coverage only for a specified disease or illness.

2. Hospital indemnity or other fixed indemnity insurance.

Official or annuities insurance policy:

1. Medicare supplemental health insurance (as defined under Section 1062(g)(1) of the Social Security Act).
2. Coverage supplemental to the coverage provided under Chapter 35 of Title III of the United States Code.
3. Similar supplemental coverage under a group health Plan.

Family Unit: the covered Employee or Retiree and the family members who are covered as Dependents under the Plan.

Formulary: a list of prescription medications compiled by the third party payer of costs, effective therapeutic drugs specifically covered by the Plan.

Foster Child: an unmarried child under the limiting age shown in the Eligibility for Coverage section of the Plan for whom a covered Employee has assumed a legal obligation. All of the following conditions must be met:

1. the child is being raised as the covered Employee's;
2. the child depends on the covered Employee for primary support;
3. the child lives in the home of the covered Employee; and
4. the covered Employee may legally claim the child as a federal income tax deduction.

A covered Foster Child is not a child temporarily living in the covered Employee's home, one placed in the covered Employee's home by a social service agency which retains control of the child; or whose natural parent(s) may exercise or share parental responsibility and control.

Generic Drug: a Prescription Drug that has a chemical structure that is identical to and has the same bioequivalence as a Brand Name Drug but is not manufactured under a registered brand name or trademark or sold under a brand name. The Pharmacy Benefit Manager has the discretion to determine if a Prescription Drug is a Generic Drug.

Genetic Information: information about genes, gene products (messenger RNA and translated proteins) or genetic characteristics derived from a Participant or family member of the Participant. Genetic information includes information regarding carrier status and information derived from laboratory tests that identify mutations in specific genes or chromosomes, physical medical examinations, family histories, and direct analysis of genes or chromosomes. However, Genetic Information shall not include routine physical measurements, chemical, blood, and urine analyses unless conducted to diagnose a genetic characteristic, tests for abuse of drugs, and tests for the presence of human immunodeficiency virus.

Grace Period: a period of time as determined by the Plan Sponsor that allows for the Participant to pay any Premium due.

Group Health Plan: an employee welfare benefit plan adopted by the Plan Sponsor to the extent that such Plan provides health benefits to employees or their dependents, as defined under the terms of such Group Health Plan, directly or through insurance, reimbursement or otherwise. This Plan of Benefits is a Group Health Plan.

Health Insurance Coverage: benefits consisting of medical care (provided directly, through insurance or reimbursement, or otherwise) under any Hospital or medical service policy or certificate, Hospital or medical service Plan contract, or health maintenance organization contract referred to by a health insurance term. Health Insurance Coverage includes group health insurance coverage, individual health insurance coverage, and short-term, limited-duration insurance.

Health Status Related Factor: information about a Participant's health, including health status, medical conditions (including both physical and mental illnesses), illness experience, receipt of health care, medical history, Genetic Information, evidence of inactivity (including conditions arising out of acts of domestic violence), or disability.

HIPAA: the Health Insurance Portability and Accountability Act of 1996, as amended.

Home Health Care Agency: an agency or organization licensed by the appropriate state regulatory agency to provide Home Health Care.

Home Health Care Plan: must meet these tests: It must be a formal written plan made by the patient's attending Physician which is reviewed at least every 30 days; it must state the diagnosis; it must certify that the Home Health Care is in place of Hospital confinement; and it must specify the type and extent of Home Health Care required for the treatment of the patient.

Home Health Care Services and Supplies: part-time or intermittent nursing care, health aide services, or physical, occupational, or speech therapy provided or supervised by a Home Health Agency and provided in a homebound Participant in each Participant's private residence.

Hospice Agency: an organization whose main function is to provide Hospice Care Services and Supplies and it is licensed by the state in which it is located, if licensing is required.

Hospice Care Plan: a plan of terminal medical care that is established and conducted by a Hospice Agency and supervised by a Physician.

Hospice Care Services and Supplies: those provided through a Hospice Agency and under a Hospice Care Plan and include inpatient care in a Hospice Unit or other licensed facility, home care, and family counseling during the bereavement period.

Hospice Unit: a facility or separate Hospital Unit that provides treatment under a Hospice Care Plan and admits at least two enrolled persons who are expected to die within six months.

Hospital: a short-term, acute-care facility licensed as a hospital by the state in which it operates. A Hospital is engaged primarily in providing surgical, medical, or acute behavioral health diagnosis and treatment of injured or sick persons, by or under the supervision of a staff of licensed Physicians, and continuous twenty-four (24) hour-a-day services by licensed, registered, graduate nurse physically present and on duty. The term Hospital does not include Long Term Acute Care Hospitals, chronic care institutions or facilities that principally provide essential, rehabilitative or long-term care, whether or not such institutions or facilities are affiliated with or are part of a Hospital. A Hospital may participate in a teaching program. This means medical students, interns, or residents participating in a teaching program may meet Participants.

Identification Card: the card issued by PAI to a Participant that contains the Participant's identification number.

Incapacitated Dependent: a Dependent who is incapable of financial self-sufficiency by reason of mental or physical disability.

Independent Review Organization: An external review organization approved by the South Carolina Department of Insurance and accredited by a nationally recognized private accrediting organization, and not affiliated with the health carrier.

Illness: a bodily disorder, disease, physical sickness or Mental Disorder. Illness includes Pregnancy, childbirth, miscarriage or complications of Pregnancy.

Injury: an accidental physical injury to the body caused by unexpected means.

Intensive Care Unit: a separate, clearly designated service area which is maintained within a Hospital solely for the care and treatment of patients who are critically ill. This also includes what is referred to as a "turnover care unit" or as a "acute care unit". It has facilities for special nursing care not available in regular rooms and needs of the Hospital; special life saving equipment which is immediately available at all times, in form of beds for the accommodation of the critically ill; and at least one registered nurse (R.N.) in continuous and constant attendance 24 hours a day.

Late Enrollees: an Employee who enrolls under this Group Health Plan after their start date;

1. The time period in which the Employee or Dependent is eligible to enroll if such initial enrollment period is a period of at least thirty (30) days; or
2. A Special Enrollment period (as set forth in the Eligibility for Coverage section)

Legal Guardian: a person recognized by a court of law as having the duty of taking care of the person and occupying the property and rights of a minor child.

Lifetime: a word that appears in this Plan in reference to benefit maximums and limitations. Lifetime is understood to mean while covered under this Plan. Under no circumstances does Lifetime mean during the lifetime of a Participant.

Mail Service Pharmacy: a Pharmacy maintained by the Pharmacy Benefit Manager that fills prescriptions and sends Prescription Drugs by mail.

Maternity Management Program: the voluntary program offered by the Group Health Plan to Participants who are pregnant.

Maximum Allowable Charge: is the lower of:

- The Usual and Customary amount;
- + The allowable charge specified in the terms of the Plan;
- + The negotiated rate established in a contractually arrangement with a provider; or
- + The actual billed charges for the covered services.

In the event a PPO network provider is utilized, the network scheduled allowance may be utilized in lieu of the Usual and Customary charge. This does not, however, remove the Plan Administrator's discretionary authority to decide whether a charge should be subject to Usual and Customary guidelines, regardless of the network schedule allowance. The Plan Administrator also retains the discretionary authority to decide if a charge is a Medically Necessary and Reasonable service.

The Maximum Allowable Charge will not include any identifiable billing mistakes, including, but not limited to, upcoding, duplicate charges, and charges for services not performed.

Maximum Payment: the maximum amount the Group Health Plan will pay for a particular Benefit. The Maximum Payment will not be affected by any Credit. The Maximum Payment will be one of the following:

1. The actual charge submitted to the Plan Sponsor for the service, procedure, supply or equipment by a Provider; or
2. An amount based upon the reimbursement rates established by the Plan Sponsor in its Benefits Checklist; or
3. An amount that has been agreed upon in writing by a Provider and the network used by the Plan Sponsor based upon factors including but not limited to: (i) government reimbursement rates applicable to the service, procedure, supply or equipment; or (ii) reimbursement for a comparable or similar service, procedure, supply or equipment, taking into consideration the degree of skill, time and complexity involved, geographic location and the circumstances giving rise to the need for the service, procedure, supply or equipment; or
4. The lowest amount of reimbursement allowed for the same or similar service, procedure, supply or equipment when provided by a Participating Provider.

Medical Care Facility: a Hospital, a facility that treats one or more specific ailments or any type of Skilled Nursing Facility.

Medical Child Support Order: any judgment, decree or order (including an approval settlement agreement) issued by a court of competent jurisdiction or a national medical support notice issued by the applicable state agency that

1. Provides child support with respect to a child or provides for health benefit coverage to a child; is made pursuant to a state domestic relations law (including a community property law), and relates to the Plan of Benefits;
2. Enforces a law relating to medical child support described in Section 1906 of the Social Security Act (or added by section 13622 of the Omnibus Budget Reconciliation Act of 1993) with respect to a group health Plan;
3. A Medical Child Support Order must clearly specify:
 - a. The name and the best known mailing address (if any) of each participant employee and the name and mailing address of each alternate recipient covered by the order; and
 - b. A reasonable description of the type of coverage to be provided by the group health Plan to each such alternate recipient or the manner in which such type of coverage is to be determined; and
 - c. The period to which such order applies; and
 - d. Each group health Plan to which such order applies.
4. If the Medical Child Support Order is a national medical support notice, the order must also include:
 - a. The name of the issuing agency; and
 - b. The name and mailing address of an official or agency that has been substituted for the mailing address of any alternate recipient; and
 - c. The identification of the underlying Medical Child Support Order.
5. A Medical Child Support Order meets the requirement of this definition only if such order does not require a group health Plan to provide any type or form of the requirements of a law relating to medical child support described in Section 1906 of the Social Security Act (or added by section 13622 of the Omnibus Budget Reconciliation Act of 1993).

Medical Emergency: a sudden onset of a condition with acute symptoms requiring immediate medical care and includes such conditions as heart attacks, cardiovascular accidents, poisonings, loss of consciousness or respiratory convulsions or other such acute medical conditions.

Medical Non-Emergency Care: care which can safely and adequately be provided other than in a Hospital.

Medically Necessary/Medical Necessity/Medical Care Necessity: health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
3. not primarily for the convenience of the patient, Physician or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For the purposes of this definition, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations and the views of Physicians practicing in relevant clinical areas and any other relevant factors.

Medical Record Review: In the event that the Plan, based upon a medical record review and audit, determines that a different treatment or different quantity of a drug or supply was provided which is not supported in the billing, then the Plan Administrator may determine the Maximum Allowable Charge according to the medical record review and audit results.

Medical Supplier: supplier that use:

1. Medically Necessary; and

2. Prescribed by a Physician acting within the scope of his or her license (or are provided to a Participant in a Physician's office); and
3. Are not available on an over-the-counter basis (unless such supplies are provided to a Participant in a Physician's office and should not (in PA's discretion) be included as part of the treatment received by the Participant); and
4. Are not prescribed in connection with any treatment or benefit that is excluded under this Plan of Benefits.

Medicare: the Health Insurance for the Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Mental Health Conditions: certain psychiatric disorders or conditions defined in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and are not otherwise excluded by the terms and conditions of this Plan of Benefits. The conditions as modified by the State of North Carolina are:

1. Bipolar Disorder;
2. Major Depressive Disorder;
3. Obsessive Compulsive Disorder;
4. Paranoid and Other Psychotic Disorder;
5. Schizoaffective Disorder;
6. Schizophrenia;
7. Anxiety Disorder;
8. Post-traumatic Stress Disorder; and
9. Depression in childhood and adolescence;

Mental Health Parity: Pursuant to the Mental Health Parity and Addiction Equity Act of 2008, this Plan applies the terms uniformly and enforces parity between covered health care benefits and covered mental health and substance disorder benefits relating to financial cost sharing restrictions and treatment duration limitations. For further details, please contact the Plan Administrator.

Mental Health Services: treatment (except Substance Abuse Services) for a condition that is defined, described or classified as a psychiatric disorder or condition in the most current *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association and is not otherwise excluded by the terms and conditions of this Plan of Benefits.

Midwife: a person who is certified or licensed to assist women in the act of childbirth.

Milieu Therapy: type of treatment in which the patient's social environment is manipulated for his/her benefit.

Morbid Obesity: a diagnosed condition in which the body weight exceeds the medically recommended weight by either 100 pounds or is twice the medically recommended weight for a person of the same height, age and mobility as the Participant.

Natural Teeth: teeth that:

1. Are free of cavities or chronic clinical decay; and
2. Have at least 50% bony support; and
3. Are functional in the arch; and

4. Have not been excessively weakened by multiple dental procedures; or
5. Teeth that have been treated for one (1) or more of the conditions referenced in 1-4 above and, as a result of such treatment, have been restored to natural function.

No-fault Auto Insurance: basic reparations provision of a law providing for payments without determining fault in connection with automobile accidents.

Non-Participating Provider: any Provider who does not have a current, valid contract with one of the networks used by this Plan of Benefits.

Non-Preferred Brand Name Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer but does not appear on the list of Preferred Brand Name Drugs and has not been chosen by PAI or its designated Pharmacy Benefit Manager to be a Preferred Brand Name Drug, including any Brand Name Drug with an "A" rated Generic Drug available.

Orthognathic surgery: surgery performed on the bones of the jaws to change their positions. Orthognathic surgery is corrective facial surgery where deformation of the jaw exist. It may be utilized for functional, cosmetic, or health reasons. It is surgery commonly done on the jaws in conjunction with orthodontic treatment, which straightens the teeth.

Orthopedic Device: any rigid or semi-rigid leg, arm, back or neck brace and casting materials that are used directly for the purpose of supporting a weak or deformed body member or restricting or eliminating motion in a diseased or injured part of the body.

Ortholy Device: any device used to mechanically assist, restrict, or control function of a moving part of the Participant's body.

Other Plan: includes, but is not limited to:

1. Any primary payer besides the Plan;
2. Any other group health plan;
3. Any other coverage or policy covering the Participant;
4. Any first party insurance through medical payments coverage, personal injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
5. Any policy of insurance from any insurance company or successor of a responsible party;
6. Any policy of insurance from any insurance company or successor of a third party;
7. Worker's compensation or other liability insurance company; or
8. Any other source, including but not limited to union pension/benefit funds, any medical, disability or other benefit payments, and school insurance coverage.

Outpatient Care and/or Services: treatment including services, supplies and medicines provided and used at a Hospital under the direction of a Physician in a person not admitted as a registered bed patient, or services rendered in a Physician's office, laboratory or X-ray facility, and Ambulatory Surgical Center, or the patient's home.

Out-of-Pocket Maximum: the maximum amount (if listed on the Schedule of Benefits) of otherwise Covered Expenses assumed during a Benefit Year that a Participant will be required to pay. The Out-of-Pocket Maximum is Unreimbursable payable by the Participant. Co-payments and Benefit Year Deductibles may not apply toward the Out-of-Pocket Maximum (as set forth on the Schedule of Benefits).

Over-the-Counter Drug: a drug that does not require a prescription.

Paid Claims: for contractual purposes of this Plan, means a claim will be deemed Paid on the date a check is not for the services rendered.

Partial Hospitalization: an outpatient program specifically designed for the diagnosis or active treatment of a Mental Disorder or Substance Abuse when there is a reasonable expectation for improvement or when it is necessary

to maintain a patient's functional level and prevent relapse; this program shall be administered in a psychiatric facility which is accredited by the Joint Commission on Accreditation of Health Care Organizations and shall be limited to provide partial hospitalization services, if required, by the state in which the facility is providing these services. Treatment lasts less than 24 hours, but more than four hours a day and no charge is made for room and board.

Participant: an Employee or Dependent who has enrolled (and qualified for coverage) under this Plan of Benefits. A Participant may also include individuals who meet the criteria under the "other eligible group classifications" as defined in the Eligibility section of this document.

Participant Effective Date: the date on which a Participant is covered for Benefits under the terms of this Plan of Benefits.

Participating Provider: a Physician, Hospital or other Provider who has a signed contract with one of the networks used by this Plan of Benefits and who has agreed to provide Benefits to a Participant and submit claims to PAI and to accept the Allowed Amount as payment in full for Benefits. The participating status of a Provider may change.

Pharmacy: a licensed establishment where Prescription Drugs are filled and dispensed by a pharmacist licensed under the laws of the state where the pharmacist practices.

Physician: a person who is:

1. Not an:
 - a. Intern; or
 - b. Resident; or
 - c. In-home physician; and
2. Only licensed by the appropriate state regulatory agency as a:
 - a. Medical doctor; or
 - b. Doctor of podiatry; or
 - c. Osteopath; or
 - d. Podiatrist; or
 - e. Chiropractor; or
 - f. Optometrist; or
 - g. Psychologist with a doctoral degree in psychology; and
3. Legally entitled to practice within the scope of his or her license; and
4. Customarily bills for his or her services.

Physician Services: the following services, performed by a Physician within the scope of his or her license, training and specialty and within the scope of generally acceptable medical standards as determined by PAI:

1. Office visits, which are for the purpose of seeking or receiving care for an illness or injury; or
2. Basic diagnostic services and machine tests.
3. Physician Services includes the following services when performed by a medical doctor, osteopath, podiatrist or naturopath, but specifically excluding such services when performed by a chiropractor, optometrist, or licensed psychologist with a doctoral degree:
 - a. Benefits rendered to a Participant in a Hospital or Skilled Nursing Facility; or
 - b. Benefits rendered in a Participant's home; or
 - c. Surgical Services; or

- d. Anesthetic services, including the administration of general or spinal block anesthesia; or
- e. Radiological examinations; or
- f. Laboratory tests; or
- g. Maternity services, including consultation, prenatal care, conditions directly related to pregnancy, delivery and postpartum care, and delivery of one or more infants. Physician Services also include maternity services performed by certified nurse midwives.

Plan: any program that provides benefits or services for medical or dental care or treatment including:

1. Individual or group coverage, whether insured or self-insured. This includes, but is not limited to, group-term, group practice or individual practice coverage; and
2. Coverage under a governmental Plan or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended).

Each contract or other arrangement for coverage is a separate Plan for purposes of this Plan of Benefits. If a Plan has two (2) or more parts and the coordination of benefits rules apply only to one (1) of the parts, each part is considered a separate Plan.

Plan Administrator: the entity charged with the administration of the Plan of Benefits. The Plan Sponsor is the Plan Administrator of this Plan of Benefits.

Plan of Benefits: This Plan of Benefits including the membership application, the Schedule of Benefits, and all endorsements, amendments, riders or addendums.

Plan of Benefits Effective Date: 12:01 AM on the date listed on the Schedule of Benefits.

Plan Sponsor: also known as the Employer.

Plan Year: the 12-month period beginning on either the effective date of the Plan or on the day following the end of the first Plan Year which is a short Plan Year.

Pre-Service Claim: any claim that is not a Pre-Service Claim.

Pre-Admission Review: the review that must be obtained by a Participant (or the Participant's representative) prior to all Admissions that are not related to an Emergency Medical Condition.

Pre-Approved/Pre-Authorization: the approval of Benefits based on Medical Necessity prior to the rendering of such Benefits to a Participant. Pre-Approval means only that the Benefit is Medically Necessary. Pre-Authorization is not a guarantee of payment or a verification that Benefits will be paid or are available to the Participant. Notwithstanding Pre-Approval, payment for Benefits is subject to a Participant's eligibility and all other limitations and exclusions contained in this Plan of Benefits. A Participant's entitlement to Benefits is not determined until the Participant's claim is processed.

Pre-Existing Condition(s): a physical or mental condition, regardless of the cause, for which medical advice, diagnosis, care or treatment was received or recommended during the six (6) month period preceding the Enrollment Date, if applicable. Genetic Information may not be treated as a Pre-Existing Condition in the absence of a diagnosis of the specific condition related to the Genetic Information. Pre-Existing Condition applies only to Participants age 19 or older for claims with dates of service prior to June 1, 2014.

Preferred Brand Drug: a Prescription Drug that bears a recognized brand name of a particular manufacturer and appears on the list of Preferred Brand Drugs.

Preferred Brand Name Drug: a Prescription Drug that has been reviewed for cost effectiveness, clinical efficacy and quality that is preferred by the Pharmacy Benefit Manager for dispensing to Participants. Preferred Brand Name Drugs are subject to periodic review and modification by P.A.I. or its designated Pharmacy Benefit Manager, and include Brand Name Drugs and Generic Drugs.

Pregnancy: childbirth and conditions associated with Pregnancy, including complications.

Premium: the monthly amount paid to the Plan Sponsor by the Participant for coverage under this Plan of Benefits. Payment of Premiums by the Participant constitutes acceptance by the Participant of the terms of this Plan of Benefits.

Prescription Drugs: a drug or medicine that is:

1. Required to be labeled if it has been approved by the Food and Drug Administration; and
2. Bears the legend "Caution: Federal Law prohibits dispensing without a prescription" or "Rx Only" prior to being dispensed or relabeled, or labeled in a similar manner; or
3. Implied.

Additionally, in quality as a Prescription Drug, the drug must:

1. Be ordered by a medical doctor or oral surgeon as a prescription; and
2. Not be entirely contained at the time and place where the prescription is dispensed; and
3. Be purchased for use outside a Hospital.

Prescription Drugs also include the following, which otherwise may not meet the definition of Prescription Drugs:

1. OTC drugs - These drugs are determined by the FDA (Food and Drug Administration) as lacking substantial evidence of effectiveness. The OTC drugs do not have studies to back up the medications' uses, but since they have been used and accepted for many years without any safety problems, they continue to be used in today's marketplace.
2. Controlled substances (C/V) OTC's are covered. (Example: Robitussin AC syrup and Naloxone-CCX). Federal law designates these medications as OTC. However, depending on certain state Pharmacy laws, the medications may be considered prescription medications and are, therefore, all covered.
3. Single entity vitamins - These vitamins have indications in addition to their use as nutritional supplements. For this reason, Plan sponsors recommend covering these medications. Single entity vitamins are used for the treatment of specific vitamin deficiency diseases. Some examples include: vitamin B12 (cyanocobalamin) for the treatment of pernicious anemia and degeneration of the nervous system; vitamin K (phytonadione) for the treatment of hypoprothrombinemia or hemorrhage; and folic acid for the treatment of megaloblastic and macrocytic anemia.

Prescription Drug Co-payment: the amount payable, if any, set forth in the Schedule of Benefits, by the Participant for each Prescription Drug filled or refilled. This amount will not be applied to the Benefit Year Deductible or the Out-of-Pocket Maximum.

Pre-Service Claim: any claim or request for a Benefit whose prior authorization or approval must be obtained from P.A.I./Cigna Medical Review Department before receiving the medical care, service or supply.

Primary Plan: a Plan whose benefits must be determined without taking into consideration the existence of another Plan.

Prior to Effective Date or After Termination: those dates occurring before a Participant gains eligibility from the Plan, or dates occurring after a Participant loses eligibility from the Plan, as well as charges incurred prior to the effective date of coverage under the Plan or after coverage is terminated, unless the terms of Benefits applies.

Protected Health Information (PHI): Protected Health Information as that term is defined under HIPAA.

Prosthetic Device: any device that replaces all or part of a missing body organ or body member, except a wig, hairpiece or any other artificial substitute for scalp hair.

Provider: any person or entity licensed by the appropriate state regulatory agency and legally engaged within the scope of such person or entity's license in the practice of any of the following:

- | | |
|-----------------------|------------------------|
| • Medicine | • Physical Therapy |
| • Dentistry | • Behavioral Health |
| • Optometry | • Oral Surgery |
| • Podiatry | • Speech Therapy |
| • Diagnostic Services | • Occupational Therapy |

Provider includes a long-term-care Hospital, a Hospital, a rehabilitation facility, Skilled Nursing Facility, and nurse practicing in expanded roles (such as pediatric nurse practitioners, family practice nurse practitioners and certified nurse midwives) when supervised by a medical doctor or oral surgeon. The term Provider does not include physical trainers, lay aides/nurses or massageists.

Qualified Medical Child Support Order (QMCSO): a Medical Child Support Order that:

1. Creates or recognizes the existence of an Alternate Recipient's right to enroll under this Plan of Benefits; or
2. Assigns to an Alternate Recipient the right to enroll under this Plan of Benefits.

Qualifying Event: for continuation of coverage purposes, a Qualifying Event is any one of the following:

1. Termination of the Employee's employment (other than for gross misconduct) or reduction of hours worked that renders the Employee no longer Actively at Work and therefore ineligible for coverage under the Plan of Benefits;
2. Death of the Employee;
3. Divorce or legal separation of the Employee from his or her spouse;
4. A Child ceasing to qualify as a Dependent under this Plan of Benefits;
5. Enrollment in Medicare by an Employee, or by a parent of a Child;
6. A proceeding in bankruptcy under Title 11 of the United States Code with respect to an Employer DOW whose employment an Employee ended at any time.

Reasonable and/or Reasonable: in the administrator's discretion, services or supplies, or fee for services or supplies which are necessary for the cure and treatment of illness or injury not caused by the existing Provider Determination (see facts) or services are reasonable will be made by the Plan Administrator, taking into consideration unusual circumstances or complications requiring additional time, skill and experience in connection with a particular service or supply; industry standards and practices as they relate to similar scenarios; and the cause of injury or illness (as established by the provider and/or hospital).

This determination will consider, but will not be limited to, the findings and assessments of the following entities: (a) The national Medical Associations, Societies, and organizations; and (b) The Food and Drug Administration. To be Reasonable, service(s) and/or fee(s) must be in compliance with generally accepted billing practices for rendering of multiple procedures. Services, supplies, care and/or treatment that results from errors in medical care that are clearly identifiable, preventable, and serious in their consequences for patients are not Reasonable. The Plan Administrator retains discretionary authority to determine whether service(s) and/or fee(s) are Reasonable based upon information presented in the Plan Administrator's finding of Provider negligence and/or malpractice is not required for service(s) and/or fee(s) to be considered not Reasonable.

Charge(s) and/or service(s) are not considered to be Reasonable, and as such are not eligible for payment beyond the Maximum Allowable Charge, when they result from Provider errors and/or facility-acquired conditions deemed "preventable" through the use of evidence-based guidelines, taking into consideration but not limited to CMS guidelines.

The Plan reserves for itself and parties acting on behalf of the right to review, change, amend and/or amend the Plan, to amend change) rules, benefits that are not Reasonable and therefore not eligible for payment by the Plan.

Retraction: a cancellation or discontinuance of coverage that has retroactive effect. A cancellation or discontinuance of coverage from a date prior to the cancellation or discontinuance of coverage.

1. Has only a prospective effect, or
2. Is effective retroactively to the extent it is attributable to a failure to timely pay required premiums or contributions toward the cost of coverage.

A Retraction retroactively ceasing coverage is permitted if an individual performs an act, practice or omission that constitutes fraud or if the individual makes an intentional misrepresentation of material fact, as prohibited by the terms of the Plan or coverage.

Former Employee: a former Active Employee of the Plan Sponsor who was terminated while employed by the Plan Sponsor under the formal written plan of the Employer and elects to contribute to the Plan the contribution required from the former Employee.

Schedule of Benefits: the pages of this Plan of Benefits so titled that specify the coverage provided and the applicable Co-payments, Coinsurance, Benefit Year Deductibles and Benefit limitations.

Second Opinion: an opinion from a Physician regarding a service recommended by another Physician before the service is performed, to determine whether the proposed service is Medically Necessary and covered under the terms of this Plan of Benefits.

Secondary Plan: the Plan that has secondary responsibility for paying a Participant's claim as determined through the coordination of benefits provisions of this Plan of Benefits.

Sickness: For a covered Employee and covered Spouse: illness, disease or Pregnancy

For a covered Dependent other than Spouse: Illness or disease

Skilled Nursing Facility: a facility that fully meets all of these tests:

1. It is licensed to provide professional nursing services on an inpatient basis to persons recovering from injury or Sickness. The service must be rendered by a registered nurse (R.N.) or by a licensed practical nurse (L.P.N.) under the direction of a registered nurse. Services to help restore patients to self-care in essential daily living activities must be provided.
2. Its services are provided for compensation and under the full-time supervision of a Physician
3. It provides 24 hours per day nursing services by licensed nurses, under the direction of a full-time registered nurse
4. It performs a complete medical record on each patient.
5. It has an effective utilization review plan
6. It is not, either then mentioned, a place for rest, the aged, drug addicts, alcoholics, mentally challenged, Custodial or educational care or care of Mental Disorders
7. It is approved and licensed by Medicare.

This term also applies to charges incurred in a facility referring to itself as an extended care facility, convalescent nursing home, rehabilitation hospital, long-term care center or any other similar name.

Special Enrollment: the time period during which an Employee or eligible Dependent who is not enrolled for coverage under this Plan of Benefits may enroll for coverage due to the involuntary loss of other coverage or under circumstances described in the Eligibility (or Coverage) section of this Plan of Benefits

Specialist: a Physician who specializes in a particular branch of medicine

Specialty Drugs: Prescription Drugs that treat a complex clinical condition and/or require special handling such as refrigeration. They generally require complex handling, training and expertise. Specialty Drugs include, but are not limited to, injectable Specialty Drugs for chronic diseases, injectable and self-injectable drugs for acute and chronic diseases, and specialty oral drugs. Specialty Drugs are used to treat acute and chronic disease states (e.g. growth deficiencies, hemophilia, multiple sclerosis, rheumatoid arthritis, Gaucher's Disease, hepatitis, cancer, organ transplantation, Alpha 1-antitrypsin disease and immune deficiencies).

Spinal Manipulation/Chiropractic Care: skeletal adjustments, manipulations or other treatment in connection with the detection and correction by manual or mechanical means of structural imbalance or subluxation in the human body. Such treatment is done by a Physician to remove nerve interference resulting from, or related to, distortion, malalignment or subluxation of, or in, the vertebral column.

Substance Abuse: the continued use, abuse and/or dependence on legal or illegal substances), despite significant consequences or marked problems associated with the use (as defined, described or classified in the most current version of *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association).

Substance Abuse Services: services or treatment relating to Substance Abuse.

Totally Disabled: means the complete inability of the Participant to perform the important daily duties of the Participant's occupation, for which the Participant is reasonably suited by education, training or experience. As applied to a Participant who is a Dependent, the term means the Dependent is prevented solely because of a non-occupational injury or non-occupational disease from engaging in all of the normal activities of a person in good health and of like age. The Participant must provide a Physician's statement of disability upon periodic request by the Group Health Plan.

Transplant: The transfer of organs or tissues, including bone marrow, stem cells and cord blood, from human to human. Transplants are covered only at facilities approved by P.N.I. in writing and include only those procedures that otherwise are not excluded by the Plan of Benefits. Pre-authorization is required. Transplant Physician Charges are subject to the Benefit Year Deductible.

Transplant Benefit Period: the period of time that for Transplant of:

1. an organ, the period that begins one day prior to the Admission date for Transplant and continues for a 12-month period. Anti-rejection drugs are not subject to the Transplant Benefit Period; or
2. bone marrow, the period that begins one day prior to the date marrow obtainer therapy begins, or one day prior to the day the preparative regimen for non-myeloablative Transplant begins and continues for a twelve (12) month period. Methotrexate therapy and stem-cell harvest are also included. Anti-rejection drugs are not subject to the Transplant Benefit Period.

Urgent Care: treatment required in order to treat an unexpected illness or injury that is life-threatening and required in order to prevent a significant deterioration of the Participant's health if treatment were delayed.

Urgent Care Claim: any claim for medical care or treatment where making a determination under other than normal time frames could seriously jeopardize the Participant's life or health or the Participant's ability to regain maximum function; or, in the opinion of a medical director or medical manager with knowledge of the Participant's medical condition, would subject the Participant to severe pain that could not be managed adequately without the care or treatment that is the subject of the claim.

Usual and Customary (U & C): Only Usual and Customary charges are covered expenses. When determining whether an expense is Usual and Customary, the Plan Administrator will take into consideration the facts which the provider most frequently charges the majority of patients for the service or supply, and the prevailing range of fees charged in the same "area" by providers of similar training and experience for the service or supply. The term(s) "same geographic locale" and/or "area" shall be defined as a metropolitan area, county, or such greater area as is

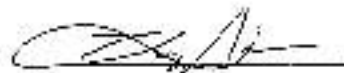
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Oconee County
Employee Medical Benefits Plan
 Effective Date: May 1, 2014

Plan Document Signature Page

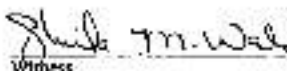
Employer hereby amends and restates by this Plan Document an employee welfare
 benefit plan. It is intended that this Plan Document will serve to describe the nature,
 funding and benefits of the Plan.



By

T. SCOTT MOULDER

Typed/Printed Name



Witness

OCCONEE COUNTY ADMINISTRATOR

Title

6/18/14
Date

Oconee County
 Plan Sponsor
 OconeeCountyPAI2014



2015-01

Attachment C

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2013-15**

A RESOLUTION TO APPROVE MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE PLAN AND ADOPT RETIREE HEALTH INSURANCE PLAN GUIDELINES

WHEREAS, Oconee County (the "County") acting by and through the Oconee County Council ("County Council") currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County Government and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time service for Oconee County Government; and

WHEREAS, all current (as of the date of this resolution) retirees are grandfathered as eligible for the Retiree Health Benefit Plan described herein (the "Plan"); and

WHEREAS, all current employees of Oconee County with twenty (20) or more years of consecutive full-time service to Oconee County as of December 31, 2013 are hereby declared grandfathered ("Grandfathered") as potentially eligible for the Plan upon retirement; and

WHEREAS, the County desires to contribute a monthly subsidy to all currently Grandfathered retirees if and when they reach 65 years of age and to all current employees who are Grandfathered hereby if and when they retire and reach the age of 65 or attain eligibility for Medicare, whichever occurs later; and

WHEREAS, increases to the cost of the Plan will depend upon actual costs and will be based upon prevailing Consolidated Omnibus Budget Reconciliation Act (COBRA) rates; and

WHEREAS, due to the increasing financial burden of the Plan, Oconee County approved Plan Amendment 4-2012 which discontinued all participation in the Plan for employees whose date of hire is on or after July 1, 2010; and

WHEREAS, Oconee County approved Resolution R2013-09 to modify the Retiree Health Benefit Plan on May 7th, 2013 and this modification included an error; and

WHEREAS, this resolution is necessary to repeal R2013-09 in its entirety and supersedes and replaces R2013-09; and

WHEREAS, the changes contained herein will supersede and replace those sections of the provisos to the annual Oconee County Budget Ordinance 2013-01 pertaining to the Retiree Health Plan, duly adopted June 18th, 2013 and will become effective on January 1, 2014; and

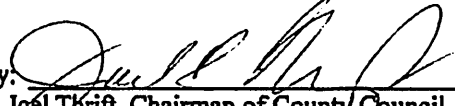
WHEREAS, due to current and projected budget constraints these Plan modifications are necessary to keep this important retiree benefit fiscally manageable:

NOW THEREFORE IT IS HEREBY RESOLVED BY OCONEE COUNCIL, IN MEETING DULY ASSEMBLED THAT:

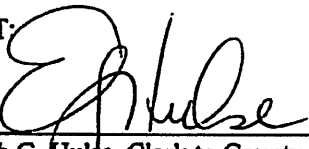
1. The preamble of this resolution is hereby adopted in its entirety, as findings of fact of Oconee County Council.
2. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment (A), hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
3. The Oconee County Council hereby approves and adopts the Oconee County Retiree Health Benefit Plan guidelines set forth in Attachment A, hereto, which is hereby incorporated by reference as fully as if set forth verbatim herein.
4. The Oconee County Retiree Health Benefit Plan, including all revisions thereto, up to and including those contained herein and in Attachment A will be set forth, in their entirety, in the provisos of the Oconee County Budget Ordinance and attachments thereto.
5. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
6. All orders, resolutions and enactments of Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked and rescinded.
7. This Resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

APPROVED AND ADOPTED this 18th day of June, 2013.

OCONEE COUNTY, SOUTH CAROLINA

By: 
Joel Thrift, Chairman of County Council,
Oconee County, South Carolina

ATTEST:

By: 
Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina.

**ATTACHMENT A
TO RESOLUTION R2013-15
MODIFICATIONS TO RETIREE HEALTH BENEFIT PLAN (THE "PLAN")
EFFECTIVE JANUARY 1, 2014**

1. Current Oconee County paid health benefit coverage for retirees under the Oconee County Employee Health Plan shall cease when the covered retiree or spouse, respectively, becomes Medicare eligible. This change becomes effective January 1, 2014, at which time the County will begin to contribute \$150 (\$300 monthly, if married and the spouse is covered, as described herein) on the first banking day of each month into a Health Reimbursement Account for the retiree to purchase a Medicare supplemental insurance plan, or to use for payment of out-of-pocket qualifying medical expenses. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis, or 3% per year. This change applies to current retirees and Grandfathered Employees (as defined below) only.
2. Grandfathered Employees are defined as current employees of Oconee County who will have over twenty (20) consecutive years of Oconee County service as of December 31, 2013. Grandfathered Employees who retire prior to age 62 will be eligible for the monthly indexed subsidy described in paragraph 4, below, to be adjusted by the lessor of 3 % or the Consolidated Omnibus Budget Reconciliation Act (COBRA) rate increase up to age 65. Spouses are eligible for same level of subsidy as the Grandfathered Employee provided the spouse is on the employee's plan at the time of retirement and all applicable retiree health benefit plan contributions are paid on a timely basis.
3. Upon retirement, Grandfathered Employees will be eligible for the same retiree health benefits as described in this plan under items 1 and 2 as of January 1, 2014.
4. Non - Medicare Retirees over the age of 62:
 - a) County's explicit subsidy will partially offset the average cost of single-person coverage.
 - b) County's explicit subsidy will equal \$550/month in 2014, and will increase by the lessor of 3.0% or the COBRA rate increase each year.
 - c) Change applies to current and future retirees effective 1/1/2014.
5. Non-grandfathered employees are defined as current employees prior to July 1, 2010, who complete 20 years of consecutive service for Oconee County.
 - a) Non-grandfathered employees will not be eligible for the spousal subsidy described herein upon retirement.
 - b) Non-grandfathered employees who retire prior to age 62 will be eligible for a \$300 per month indexed subsidy up to age 62. This monthly subsidy will increase annually by the lower of CPI-U (Consumer Price Index All Urban Consumers) on a September over September comparison basis or 3% per year.
 - c) Non-grandfathered employees who retire and have attained the age of 62 will be eligible for a \$550 per month indexed subsidy to be adjusted by the lessor of 3% or the COBRA rate increase, up to age 65.
 - d) County paid health insurance coverage ceases for non-grandfathered retirees when the retiree becomes Medicare eligible.
6. Prior to attaining age 65 or becoming Medicare eligible, any retiree who has 20 consecutive years of Oconee County service and declined coverage may re-enroll in the Plan at any time in the future at an open enrollment period provided they maintained continuous coverage with a break in coverage no longer than 63 days at any given time under another health benefit plan or health insurance plan. Once entering the Plan, the rules and regulations described herein will apply to such retiree.

**Oconee County Government
Retiree Health Plan Guidelines
Including Changes Effective on 1/1/2014**

Oconee County Government began contributing to retiree health benefits (the "Retiree Health Benefit Plan" or "Plan") on the behalf of employees on January 1, 1985. Several amendments to the County's Plan guidelines have occurred since that time; however nothing in these Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in these current guidelines. For all groups identified in these guidelines, only actual Oconee County service is considered for the purposes of determining contribution percentages by Oconee County. No purchased service time of any kind will be considered for any group for purposes of these guidelines or retiree health benefits from Oconee County.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.

Employees hired after 6-30-2010 will not be eligible to participate in the Retiree Health Benefit Plan upon their retirement; the County will not pay any portion of their retiree health benefits and they will not be eligible to receive any County subsidy for the purposes of retiree health costs.

The following changes apply to current retirees and grandfathered (is described herein, only) employees who become retirees on or after the effective date of January 1, 2014 ("1-1-2014").

Section 1: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Employees who have 20 Continuous Years of Service with Oconee County as of 12/31/2013 – Medicare Eligible (Post 65)

Retiree Medicare Eligible (Post 65 years old)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$150/monthly (\$300 monthly if married and spouse is covered by employee's medical coverage) (subsidy would increase at the lesser of 3.0% or CPI-U (the Consumer Price Index for All Urban Consumers) increase each year (soft cap)***

****Retiree will be removed from County insurance plan and offered a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever comes later. ****

*****Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid on a timely basis. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, the spouse would be eligible for the monthly subsidy as long as they have been continuously covered under the plan and all applicable retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

Section 2: Covered Grandfathered Retirees; Current Grandfathered Employees; and Past Grandfathered Employees who have 20 Continuous Years of Service with Oconee County as of December 31, 2013 who are not 65 years old:

Retiree Non-Medicare Eligible (Younger than 65)	Amount of Subsidy
Applies to current and future retirees w/20 years of service as of 12/31/13**	\$550/monthly (\$1,100 monthly if married and spouse is covered) (subsidy would increase annually at the lesser of 3.0% or the prevailing COBRA rate increase each year)***

****Retiree will be removed from County insurance plan and provided with a subsidy once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retiree will share in the cost of future benefit plan cost increases. ****

*****Spouses with medical coverage in effect as of January 1, 2014 may continue to be covered as long as the retiree is eligible under the Plan and all applicable retiree contributions are paid. The spouse will no longer be eligible for participation in the Retiree Health Benefit Plan once they become Medicare eligible. However, they would be eligible for the monthly subsidy as long as they have been continuously covered under the Plan and all applicable premiums or retiree contributions have been paid on a timely basis. Should coverage on the spouse be terminated at any time after the date of retirement of the retired employee, the spouse will not be eligible for re-enrollment; however, COBRA continuation coverage may be available.**

Section 3: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan because of 20 Continuous Years of Service with Oconee County and who are 65 years of age and are Medicare Eligible (Post 65) will not be eligible to participate in County's Health Plan or Retiree Health Benefit Plan and will not receive a monthly subsidy.

Section 4: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who have at least Twenty (20) Continuous Years of Service with Oconee County and who are 62 years of age but who are not yet Medicare eligible will be eligible to participate in Oconee's Retiree Health Benefit Plan as follows:

Retiree Non-Medicare Eligible who are at least 62 years of age (Pre- 65)	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 years of continuous service with Oconee County.**	\$550/monthly (annual increase in subsidy would increase at the lesser of 3.0% or the prevailing COBRA rate increase each year. ***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit Plan increases until such removal. ****

*****Only employees who retire after twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the Retiree Health Benefit Plan; however, COBRA continuation coverage may be available. *****

Section 5: Non-Grandfathered Retirees who otherwise qualify for retiree benefits under the eligibility provisions of this Plan who retire prior to age 62 with 20 or more years of continuous service to Oconee County will be eligible for the following benefits:

Non-Grandfathered Retiree who is younger than 62 years of age	Amount of Subsidy
Applies to current and future non-grandfathered retirees who were employed by Oconee County on or after July 1, 2010 who also have at least 20 consecutive years of service with Oconee County. **	\$300/monthly (subsidy would increase annually at the lesser of 3.0% or CPI- U (the Consumer Price Index for All Urban Consumers) increase each year) ***

****Retiree will be removed from County Retiree Health Benefit Plan once the retiree reaches age 65 or otherwise becomes Medicare eligible, whichever occurs later. Retirees will share in the cost of future benefit plan increases until such removal. ****

*****Only non-grandfathered employees who retire with twenty (20) or more years of continuous service to Oconee County may participate in the health Plan upon retirement. A spouse will not be eligible for the health insurance Plan or retirement benefit Plan; however, COBRA continuation coverage may be available. *****

PLAN SUSTAINABILITY

Oconee County offers certain limited retiree health benefits to employees who were hired prior to 7-1-2010 and have been employed with Oconee County for twenty (20) continuous years of service at the time of retirement. However, rising costs and legislative changes have resulted in changes to this plan, such as the discontinuance of the retiree Plan for employees hired subsequent to 6/30/2010, and may in the future affect the County's ability to continue this benefit. This plan as presented is subject to change in the sole discretion of the County, and the County's ability to fund this benefit can and will be impacted by budget challenges.

Oconee County offers certain limited retiree health insurance benefits to those retirees with a hire date prior to July 1, 2010 ("7-1-2010"), and who have twenty (20) or more years of continuous service with Oconee County as of December 1, 2013 (the "Grandfathered" employees), who meet the criteria specified below. This Plan as presented is subject to change and the County's ability to fund this benefit can be impacted by fiscal challenges and legislative changes.

DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN AS DESCRIBED HEREIN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN OR OTHERWISE ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS "AT WILL" AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.



2015-01

Attachment D

Oconee FOCUS Services Summary
Version 2.3
August 28, 2014

1. Overview

This document provides a summary of Oconee FOCUS and available support services for local retail Internet Service Providers (ISP). In addition the document summarizes pricing guidelines for the interested retail ISP's.

1.1. Oconee FOCUS

Who is Oconee FOCUS?

Oconee FOCUS is an award-winning¹, middle-mile infrastructure fiber optic network owned and operated by Oconee County, South Carolina, and spanning 252 miles. A 'middle-mile network' means that FOCUS is built to provide fiber connectivity to community anchor institutions (local government facilities, schools, libraries). Oconee FOCUS was built with funding from a Broadband Technologies Opportunity Program (BTOP) grant through the National Telecommunications & Information Administration (NTIA) awarded in 2010. The County has been providing services supporting local government, emergency services and local ISPs with their connectivity needs since completion of primary construction in 2013.

Because of efforts by Oconee FOCUS to make significant upgrades, ample improvement in Internet speeds are being realized throughout 18 distinct school buildings that house approximately 10,500 students. Prior to the upgrades, these schools received about 10 Mbps per site, and an average speed of approximately 210 Kbps per 10 students. As of July 1, 2014, each location has a 1 Gbps fiber-based connection—100 times faster than the previous connections—and an average of 21.39 Mbps per 10 students. Additionally, a simple software configuration can be implemented to enable the school administration to increase the Internet service speeds up to 40 Gbps, if desired. **The schools served by these upgrades now stand out as elite members of a cutting edge education system and are much more highly visible on the national playing field.** This would not have been possible without Oconee FOCUS.

¹ Oconee FOCUS Project has earned the esteemed designation as one of The National Association of Telecommunications Officers and Advisors [NATOA] "Community Broadband Projects of the Year."

“The broadband service available to schools in Oconee County is extraordinary, and fulfills national standards² at a time when many other schools are scrambling to determine how they can possibly get this level of service. This singular partnership between the County and its schools is a model for communities throughout the country.”

Steve Traylor - Executive Director and General Counsel of NATOA

What Oconee FOCUS is NOT:

Oconee FOCUS is **NOT** a fiber to the home (FTTH) or fiber to the premises (FTTP) network directly serving small businesses or residences.

Who are Oconee FOCUS customers?

Oconee FOCUS customers are the community anchor institutions including local governments, schools, and libraries. In addition, Oconee FOCUS can support local Internet service providers (ISP's). Because the Oconee FOCUS network is a middle-mile infrastructure, it does **NOT** provide services to individual customers – residential or business – also known as “last-mile” customers. To directly serve individual residential and business customers, an additional investment in a wireless or last-mile infrastructure is required. While the County is committed to assisting the ISP's to serve last-mile customers, it is not deploying necessary last-mile construction. The services Oconee FOCUS is able to provide the retail ISP's are described in later in this document. Further FOCUS is not providing services directly to business or residential customers.

Who benefits from Oconee FOCUS?

Everyone benefits from the FOCUS network. Because FOCUS serves schools and has the ability to serve libraries and other County-owned facilities, it positively impacts the capacity of citizens to participate in civic life activities, and enables local government to realize faster and more secure public safety communications between law enforcement, fire departments, emergency management teams and public health. Finally, it affords real savings to the County government from the cost of communication lease fees.

² The ConnectED initiative lays out a goal of providing, within five years, speeds of no less than 100 Mbps (with a target of 1 Gbps) to schools and libraries in an effort to connect 99 percent of America's students.

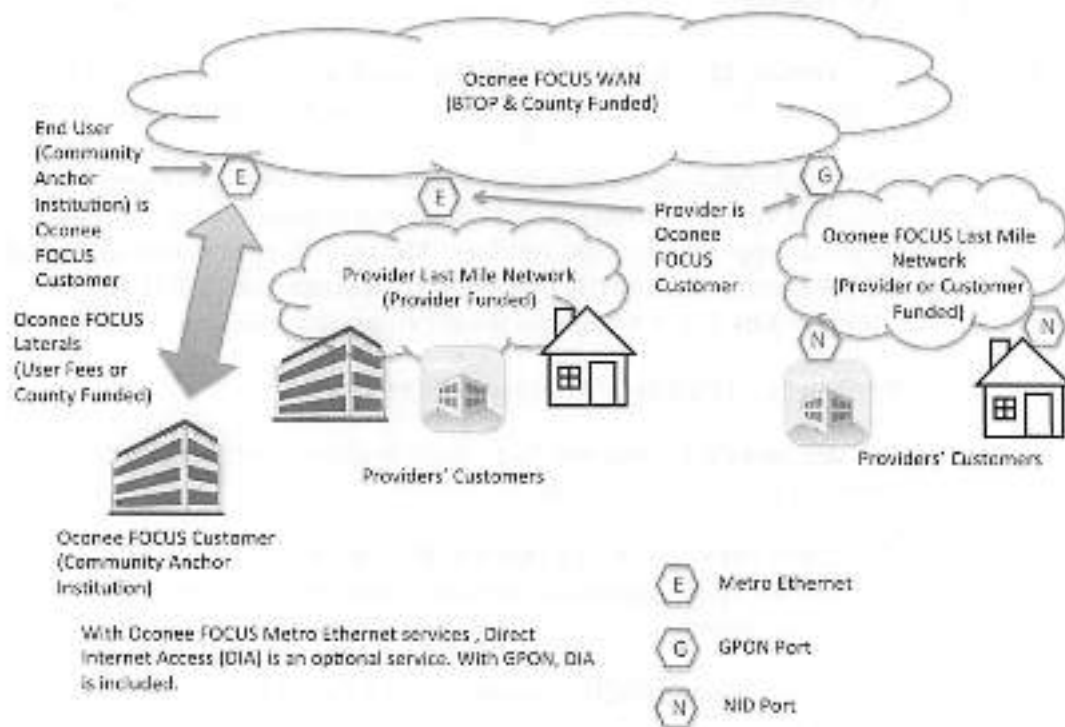
1.2. Retail ISP Support

As a result of constructing the middle-mile fiber network, Oconee FOCUS is able to offer three core services, Metro Ethernet, GPON, and Direct Internet Access.

1. Metro Ethernet service for a wholesale customer (the retail provider³) or a Community Anchor Institution (CAI). This service is suited for data intensive consumers that require premium services. **Metro Ethernet is not intended for small businesses that are looking for an alternative to DSL (digital subscriber line) or cable modem data services.** Example uses include:
 - a. For use by a retail provider to serve end users.
 - b. For use by a retail provider to connect multiple customer facilities connected via Oconee FOCUS.
 - c. For use by retail providers that will distribute the Oconee FOCUS connection to multiple end users over their own last-mile networks, such as wireless.
 - d. For use by Oconee FOCUS to connect the District school facilities and other CAIs.
2. Gigabit Passive Optical Network (GPON) services for providers **servicing a cluster of residential or a cluster of small commercial facilities** over an Oconee FOCUS operated last-mile PON network. Please note that **Oconee County is not building or financing any last-mile networks on speculation.**
3. Direct Internet access (DIA) connecting to the Internet.

³ Referred to as a "provider" in this document

The Metro Ethernet and GPON services are shown in the figure below:



The Oconee FOCUS services for ISP's and CAI's will evolve as the business model and market matures.

2. Pricing Summary

2.1. Overall

All services are subject to the following conditions. The subsequent section of this document contains additional conditions along with a more detailed description of each service. Oconee FOCUS will include a complete set of conditions and prices in each contract.

1. Each contract with an Oconee FOCUS customer (CAI or a provider) is individually negotiated.
2. Oconee FOCUS will not set or publish standard "rates".

3. All BTOP⁴-funded portions of the network will maintain all applicable BTOP requirements.
4. Any incremental costs to connect a customer's facility to an existing Oconee FOCUS demarcation must be recovered in full with an up-front payment or a mutually agreed commitment to pay over time.
5. Any and all taxes including any potential Universal Service Fund (USF) fees are not included in quoted pricing. Any applicable taxes and USF fees are in addition and will be passed to the provider.
6. The retail provider is required to meet certain performance requirements (in process – part of the service agreement).

2.2. Metro Ethernet

The core service provided by Oconee FOCUS is a Metro Ethernet connection. The Oconee FOCUS Ethernet connection is available with the following options:

- Port Rates of 1 Gbps or 10 Gbps
- Committed Interface Rates (CIR) for transport of 30 Mbps, 60 Mbps, 100Mbps, 250 Mbps, 500 Mbps, 1 Gbps, and 10 Gbps
- Each service contains an integrated "Internet component".
- Service options
 - Virtual Private Network (VPN) based on various best-effort and committed transport rates
 - Direct Internet Access (DIA)
- Contract terms of 1 year, 3 years, and 5 years available. A 3-year term is typical.

Prices are based on the distance between the circuit demarcation and the hub or another customer site (typically 0 to 10 miles, 11 to 25 miles, 26 to 35 miles, or 36 to 50 miles), service options, term of contract, and other factors. In addition volume discounts are available. For budgetary purposes pricing ranges from \$800 to \$1,500 per month for services with transport rates of 1 Gbps or lower with a 1 Gbps port.

The monthly service price does not include required fiber laterals, fiber drops, fiber splices, or customer premises equipment (CPE) costs. These costs will be included in

⁴ Broadband Technologies Opportunities Program administered by the NTIA (National Telecommunications and Information Administration)

a one-time set-up fee, which based on a cost-plus 10 percent calculation. Further at times Oconee FOCUS will charge a fee to cover engineering time expended in determining the approach to complete a connection.

2.3. GPON Services

The Oconee FOCUS GPON platform is best suited to deliver a mid-range Internet service. The Oconee FOCUS GPON services will out perform a cable modem or DSL connection, but is not as full featured as a Metro Ethernet service.

Oconee FOCUS GPON service supports a data rate of 2.4 Gbps downstream and 1.2 Gbps upstream per GPON port. Through the use of optical splitters in the last-mile fiber plant or at a building entry, this bandwidth can be split (shared) in factors of four (4), eight (8), or thirty-two (32). In other words, on the middle-mile transport Oconee FOCUS GPON services can serve up to 32 smaller business or residential customers with one pair of middle-mile fibers.

Service Features

GPON services are specified with a “best-effort” data rate⁵. The standard data rates supported include:

1. Residential
 - a. 30/10 Mbps (30 Mbps downstream, 10 Mbps upstream)
 - b. 60/10 Mbps (60 Mbps downstream, 10 Mbps upstream)
 - c. 100/10 Mbps (100 Mbps downstream, 10 Mbps upstream)
2. Small Business
 - a. 30/10 Mbps (30 Mbps downstream, 10 Mbps upstream)
 - b. 60/10 Mbps (60 Mbps downstream, 10 Mbps upstream)
 - c. 100/10 Mbps (100 Mbps downstream, 10 Mbps upstream)
3. Medium Business
 - a. 30/30 Mbps (30 Mbps downstream, 30 Mbps upstream)
 - b. 60/60 Mbps (60 Mbps downstream, 60 Mbps upstream)
 - c. 100/100 Mbps (100 Mbps downstream, 100 Mbps upstream)

Service Level Agreements (SLA's) and product features with the GPON wholesale services are limited. For businesses requiring full-features including QoS (Quality-of-Service) the Metro Ethernet services are a better choice. With the Oconee FOCUS GPON services:

- No VLAN's (virtual local area networks) are supported

⁵ Oconee FOCUS GPON is an oversubscribed best-effort service. Oversubscription occurs at different layers including:

1. DIA; on system aggregate, not managed on a customer-by-customer basis
2. Shelf level; determined by number of connections on shelf, not managed on a customer-by-customer basis
3. Splitter output; determined by number of connections on splitter, not managed on a customer-by-customer basis

- No QoS parameters are supported
- No individual retail customer reports are provided
- No historical retail customer data is recorded or provided
- No static IP addresses are supported

Oconee FOCUS may impose capacity limits on a GPON port. Further each NID is to serve a single retail customer location; it cannot be resold to multiple retail customers or used to serve multiple premises.

Oconee FOCUS will not provide video or voice services, but will transport the retail provider's supplied video and voice content. Please note however the proposed GPON network and NIDs are not equipped to support a RF (radio frequency) video overlay. Given this, any provider delivered video package or voice service needs to be IP based. Further in the case that the provider is offering video or voice content a Oconee FOCUS Metro Ethernet service connecting the providers data center is required.

Pricing – Monthly Services

Oconee FOCUS GPON service is priced to support individual “split” connections, but **a minimum of 12 splitter outputs⁶ from a given GPON port is required.**

- A full GPON port (32 splitter outputs) is priced similar (slightly higher) than a 1 Gbps Metro Ethernet service.
- For a higher per NID monthly fee, Oconee FOCUS may waive the minimum splitter outputs.
- Discount on monthly fee applied for more “densely-clustered” neighborhoods or businesses.
- Term of service is a minimum of 3 years.

The GPON edge device, which is owned and operated by Oconee FOCUS, is used to maintain and configure the Network Interface Device (NID) at each customer premises. The current software also requires that all NID's to be maintained via a central location. Given that the last-mile FTTP network connects the GPON port to the NID, this makes using the GPON approach with a non-Oconee FOCUS last-mile FTTP network impractical⁷. Thus, Oconee FOCUS's GPON offering also requires recovery of the cost of building out the last-mile fiber-to-the-premises (FTTP) network on a neighborhood-by-neighborhood, lateral clustering, or other clustered basis. Recovery of the FTTP investment is accomplished through a one-time build-out and connection fee (paid by the retail service provider or a group of end customers). Additional non-recurring fees include the customer drop, the NID, and the NID installation.

⁶ One splitter output is used to serve a NID located at the customer premises.

⁷ Oconee FOCUS is continuing to investigate software management updates and alternatives that will allow retail providers to manage NID's on a GPON port basis. If this solution is found and implemented then Oconee FOCUS can offer GPON port access that is distributed over a retail provider owned and maintained FTTP network. If a provider is interested in this approach today- the Metro Ethernet service can be used to serve a demarcation to a retail provider last mile network.

Roles and Responsibilities – Oconee FOCUS

1. Oconee FOCUS owns and operates the FTTP infrastructure.
2. Oconee FOCUS will design and construct⁸ the FTTP network. Build-out of the FTTP network starts once the retail provider makes payment to Oconee FOCUS for the build-out.
3. Oconee FOCUS, for a “clustered” group of customers, will grant the retail provider 5-year exclusive access to their funded portion of the FTTP network to deliver their services. For locations along a lateral or when the minimum splitter output requirement is not met, no exclusivity is granted.
4. Oconee FOCUS will install the customer drop, the NID, and the NID installation. Costs for this installation will be invoiced to and paid by the provider.
 - a. Oconee FOCUS responsible for preparing the NID serial number and customer address marriage file (responsible for accuracy)
 - b. Oconee FOCUS will take pre and post installation photos and record GIS coordinates of the NID installation.
5. Oconee FOCUS is responsible for conducting locates on the FTTP network and drops.
6. Oconee FOCUS provider is responsible for repair of any fiber cuts.
7. Oconee FOCUS response to the provider to a technical issue or outage is within 5 days. Time for resolution of the issue is on a best effort basis.
8. Oconee FOCUS will pay for out-of-warranty replacement/failed NID's.

Roles and Responsibilities – Retail Provider

1. The retail provider owns the customer relationship.
2. The retail provider is responsible for providing direct sales and marketing, content (video, dial tone, DIA, other), and direct customer support.
3. The retail provider is responsible for Tier 1 to Tier 3 customer support (Oconee FOCUS does not provide direct retail customer support. Oconee FOCUS support is only a high-level support to the provider).
4. The retail provider is responsible for any bad debt (i.e. payment to Oconee FOCUS is not dependent upon the providers ability to collect from the retail customer).
5. The retail provider is responsible for all state and federal monitoring, filing, and reporting requirements for retail ISP's.
6. The retail provider is to develop and enforce Acceptable Use Policies, which adopt Oconee FOCUS requirements.
7. The retail provider will pay Oconee FOCUS the costs for deploying the required FTTP network.
8. The retail provider will pay for (either directly or through customer connection fees) customer drop, the NID, and the NID installation.
9. The retail provider is responsible for wiring from the NID into the premises.
10. The retail provider is responsible for extending power from inside the premises to the NID (power adapter is included in the NID price).

⁸ Construction done with Oconee FOCUS contractor

Obtaining a Quote

The process for obtaining building-out a neighborhood (cluster) or a lateral - grouping is:

1. Provider supplies Oconee FOCUS with a detailed description of the opportunity including number of potential locations to be served, addresses, estimated take rates, and desired GPON services.
2. To receive a quote for a FTTP build-out Oconee FOCUS will charge a non-refundable one-time fee of \$1,000.
 - a. Purpose is not for revenue generation, but to limit time-consuming curiosity requests.
 - b. Upon receipt of payment, Oconee FOCUS will prepare a high-level cost estimate to complete the FTTP network to the identified locations.
3. Oconee FOCUS will then prepare a quote to the interested provider for obtaining access to the FTTP network. Quote to include:
 - a. Non-recurring Charges
 - i. Charges for premises drops, the NID, and the NID installation.
 - ii. Charges for design and construction of the FTTP network.
 - b. Monthly recurring charges for the specified GPON services

At times Oconee FOCUS may consider financing the FTTP build. In these cases financing requires a minimum of 25 percent down. The term would typically be three years and a mutually agreed upon interest rate.

2.4. Direct Internet Access (DIA)

An important element of Oconee FOCUS services is direct Internet access (DIA). DIA is an option that the retail provider or a CAI can select for Metro Ethernet. DIA is provided with GPON services.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-02**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR THE SCHOOL DISTRICT OF OCONEE COUNTY (the "School District") AND TO PROVIDE FOR THE LEVY OF TAXES FOR THE OPERATIONS OF THE SCHOOL DISTRICT OF OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

The following amounts are hereby approved for budget purposes and appropriated for the 2015-2016 fiscal year for the School District of Oconee County:

School Operations	\$ 61,171,902
School Debt	\$ <u>17,142,478</u>
Total School District	\$ 78,314,380

SECTION 2

A tax of sufficient millage to fund the aforesated appropriations for the School District of Oconee County Budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016 is hereby directed to be levied upon all taxable property in Oconee County and duly collected.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the aforesated operations appropriations and direct expenditures of the School District of Oconee County for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

SECTION 4

In accordance with the Constitution and general law of the State of South Carolina, and the Acts and Joint Resolutions of the South Carolina General Assembly, the Auditor of Oconee County shall set the millage levy for the debt service requirements of the School District and the Treasurer of Oconee County shall collect sufficient millage on all taxable property in Oconee County on which school taxes may be levied to provide for the debt service requirements of the School District of Oconee County for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

SECTION 5

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 6

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded and repealed.

SECTION 7

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2015.

Adopted in meeting duly assembled this ____ day of June, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading (Title Only): May 5, 2015
Second Reading: May 19, 2015
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the "County Council"), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

SECTION 1

For the fiscal year beginning July 1, 2015 and ending June 30, 2016, \$688,200 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

SECTION 2

A tax of sufficient millage, not to exceed 14.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2015 and ending June 30, 2016, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

SECTION 3

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2015 and ending June 30, 2016.

SECTION 4

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

SECTION 5

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded and repealed.

SECTION 6

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2015.

Adopted in meeting duly assembled this ____ day of June, 2015.

OCONEE COUNTY, SOUTH CAROLINA

Wayne McCall, Chairman
Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading (Title Only): May 5, 2015
Second Reading: May 19, 2015
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2015-17

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE IV, DIVISION 9, SECTION 2-400(a) (OCONEE COUNTY CONSERVATION BANK BOARD MEMBERSHIP) OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended, from time to time; and

WHEREAS, the County, acting by and through the County Council, is authorized by Section 4-9-30 of the South Carolina Code, 1976, as amended, among other sources, to create boards and commissions for the betterment of the County; and,

WHEREAS, Chapter 2 of the Code of Ordinances contains terms, provisions and procedures applicable to certain boards in the County; and

WHEREAS, Chapter 2, Article IV, Division 9, Section 2-400 of the Code of Ordinances contains terms, provisions and procedures applicable to the Board of the County Conservation Bank (the “Board”) in the County; and

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 2, Article IV, Division 9, Section 2-400 of the Code of Ordinances involving the Board of the County Conservation Bank in order to promote more diverse membership on the Board; and

WHEREAS, County Council has therefore determined to modify Chapter 2, Article IV, Division 9, Section 2-400(a) of the Code of Ordinances, in certain limited regards and particulars, only, and to affirm and preserve all other provisions of the Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Subsection (a) of Section “2-400. Board” of Division 9 of Article IV of Chapter 2 of the Code is hereby revised and amended to read:

“Sec. 2-400. – Board.

- (a) The bank will be governed by a seven-member board (“board”) appointed by Oconee County Council in accordance with the following requirements and recommendations:
- [1] Each board member’s primary residence shall be located in Oconee County; and

[2] At least one of the appointed board members shall be from each of the county council districts; and

[3] The Council shall endeavor to appoint but not require candidates to be appointed as follow:

- a board member or executive officer of a charitable corporation or trust authorized to do business in this state that is one of the following: (i) actively engaged in the acquisition of interests in land from voluntary sellers for the purposes of natural resource or land conservation in Oconee County; or (ii) is organized for historic or cultural preservation purposes; or (iii) is an organization that represents hunting, fishing or outdoor recreation interests; and
- a board member who is an owner of rural real property who is actively engaged in the management and operation of forestlands, farmlands, or wildlife habitat; and
- a board member who is actively engaged in one of the following: (i) the real estate business; or (ii) the business of appraising forestland, farmland, or conservation easements; or (iii) the business of banking, finance or accounting; or (iv) a licensed attorney admitted to practice before the South Carolina Supreme Court with an emphasis in real estate or land use law.
- To the extent possible, all appointed board members should have a demonstrated background, experience, and interest in the conservation of lands with significant natural, cultural and/or historical resources.” (end of 2-400(a))

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 2-400 of Division 9 of Article IV of Chapter 2, not amended hereby, directly or by implication, shall remain in full force and effect.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2015.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Wayne McCall
Council Chairman, Oconee County

First Reading: May 19, 2015
Second Reading:
Public Hearing:
Third Reading:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-09**

**A RESOLUTION EXPRESSING INTENT TO CEASE COUNTY
MAINTENANCE ON AND TO AUTHORIZE COUNTY CONSENT TO
JUDICIAL ABANDONMENT AND CLOSURE OF A PORTION OF A
CERTAIN OCONEE COUNTY ROAD; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Todd Bridge Road (WA-16) (the "Road") is currently an Oconee County public road which extends from Lay Mill Road (WA-15) in a northwesterly direction for a distance of approximately three thousand six hundred thirty-seven (3,637) feet until its termination, as shown on Attachment 1 of the staff report and recommendations prepared by Mack Kelly, County Engineer on May 5, 2015 ("Staff Report"), attached hereto as **Exhibit A** and incorporated herein by reference; and,

WHEREAS, the owners of the property abutting the Road (hereinafter referred to as "Owners" whether one or more) have requested that Oconee County abandon a certain portion of the Road ("Portion of Road to be Abandoned"), as evidenced by a letter dated April 13, 2015, as shown on Attachment 4 of the Staff Report; and,

WHEREAS, the Portion of the Road to be Abandoned begins one thousand seven hundred eighty-five (1,785) feet from Lay Mill Road (WA-15) and extends a distance of approximately one thousand eight hundred fifty-two (1,852) feet until its termination; and,

WHEREAS, with respect to the Portion of the Road to be Abandoned, Oconee County has complied with §26-9 of Oconee County Code of Ordinances pertaining to cessation of maintenance and consent to judicial abandonment of Oconee County public roads; and,

WHEREAS, none of the procedures undertaken by Oconee County have shown a need for the Portion of the Road to be Abandoned to be maintained by Oconee County or to remain a public road, and the Oconee County Transportation Committee and Oconee County staff have recommended that Oconee County consent to the requested judicial abandonment; and,

WHEREAS, in accordance with §26-9 of Oconee County Code of Ordinances, the Owners must fully comply with all applicable law, including, without limitation, S.C. Code 1976, §57-9-10, as amended (providing all required notices and service of process to interested parties in accordance with applicable law and filing a proper petition with a court of competent jurisdiction), and,

WHEREAS, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council, desires to express its intent to cease maintenance of the Portion of the Road to be Abandoned, and contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County, and so long as the Owners meet the requirements set forth in §26-9 of Oconee County Code of Ordinances and South Carolina state law, Oconee County further desires to express its intent to authorize consent to judicial abandonment of the Road:

NOW, THEREFORE, be it resolved by Oconee County Council in meeting duly assembled that:

1. Oconee County, acting by and through its County Council, hereby states that Oconee County will no longer maintain Todd Bridge Road (WA-16) beginning one thousand seven hundred eighty-five (1,785) feet from Lay Mill Road (WA-15) and extending a distance of approximately one thousand eight hundred fifty-two (1,852) feet until its termination.

2. So long as the Owners fully comply with all applicable law, including §26-9 of Oconee County Code of Ordinances and S.C. Code 1976, §57-9-10, as amended, and contingent on the understanding and qualification that such abandonment and closure will be at no expense or prejudice to Oconee County, Oconee County consents to the judicial abandonment and closure of the portion of Todd Bridge Road (the Portion of the Road to be Abandoned) as specifically set forth hereinabove.
3. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
4. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
5. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED this 19th day of May, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

STAFF REPORT OF FINDINGS

TO: Transportation Committee
FROM: Mack Kelly, County Engineer
DATE: May 5, 2015

TODD BRIDGE ROAD ABANDONMENT AND CLOSURE

FACTS

The process for road closure and abandonment is to follow the requirements listed in the ordinance referenced below. Summary of Investigations:

	<u>The County Needs to Determine:</u>	<u>Determination:</u>	<u>Attachment</u>
1	Whether Todd Bridge Road is or has been a County Road	Todd Bridge Road is a County Road.	1 & 2
2	If the section of Todd Bridge Road is still a County Road	Yes, the section of Todd Bridge Road is a County Road.	1
3	If the section of Todd Bridge Road to be abandoned is in use by the general public or if the road has been practically abandoned	The section of Todd Bridge Road is not in use by the general public. The residents along this portion of Todd Bridge Road request that the County abandon Todd Bridge Road so that they may maintain the road privately.	4
4	If documentation is available relating to the status of the access easement	Documentation is available.	1 & 2
5	If other information is available to assist County Council in evaluating the best interest for the Oconee County public.	Comments were solicited from the posting of a sign indicating that Todd Bridge Road was proposed for abandonment and closure.	3

Pertinent Ordinance or Regulation

Oconee County Code of Ordinances Section 26-9 (Attachment 5)

Recommendations

A section of Todd Bridge Road is not in use by the general public. Property owners along Todd Bridge Road are seeking abandonment of the portion of Todd Bridge Road in an effort to prevent illegal activity. Property owners have requested that the County consent to abandonment and closure of a portion of the road. In the course of our investigation, we have determined that this portion of Todd Bridge Road is in use only by the Todd family. Todd Bridge Road comes to a dead end on the Todd family property. We have determined that Oconee County has a 50' Right-of-Way along this portion of Todd Bridge Road. My recommendation is to honor the request of the Todd family on Todd Bridge Road and remove Todd Bridge Road from County Maintenance and that the Transportation Committee support this

Exhibit A to
Resolution R2015-09

recommendation. I also recommend that abandonment and closure of this portion of Todd Bridge Road be contingent upon a cul de sac being added at the gate where County maintenance will end. If this recommendation is supported by the Transportation Committee, the Transportation Committee should make a recommendation to County Council as to whether the request for abandonment and closure should be honored. If this recommendation is not supported by the Transportation Committee, no further action is needed.

WA 16 Todd Bridge Rd

May 7, 2015



Gate blocking the road is
located in red circle; 1785 Ft.
from the entrance off
WA-15 Lay Mill Rd

[Total Road Length = 3637 Ft.]

**ATTACHMENT 2- RIGHT OF WAY
DEED**

BOOK 0512 PAGE 0063

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

DEED TO RIGHT-OF-WAY

ACCEPTED FOR OCONEE COUNTY BY:
Wayne Perrin Todd
AUTHORITY: Deed
DATE: 27 March 1975

ROAD NO. WA-16

002950

ROAD NAME Todd Bridge Rd.

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Wayne Perrin Todd

In consideration of the sum of one dollar, to me (or us) in hand paid and the acceptance and maintenance of the same as part of the Oconee County Road System, by Oconee County, receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release unto Oconee County, its successors and assigns, a right-of-way for the construction or maintenance of the road/highway from

WA-15 (Lay Mill Rd.) to Cul-de-sac on Road no. WA-16 State and
Name of place Name of place

County aforesaid, see Plat Book----- at Page ----- recorded with the Clerk of Court, Oconee County, on and over all lands which I (or we) may own whole or in part; for the purpose of locating, constructing, improving and maintaining the above described highway with the bridges and causeways thereon, and the installation of public utilities. Said tract being shown on Tax Map 095-00-01-023

and being over the lands purchased from John N. and Alice Perrin Todd

Deed Book 12P, Page 308. Said right-of-way to have a width of 50 feet, that is 25 feet on each side of the center line* of the highway except where a greater width is necessary for short distances on account of large cuts or fills and being approximately 1000 feet in length. "Special Provisions": The undersigned waives any claim for damages, if any, and accepts the surface water from roadway and culverts and assumes the responsibility for drainage ditches, culverts, and etc., beyond the right-of-way.

This deed will contain a R.O.W. for a cul-de-sac at the north west end of culvert that has a radius of 50 ft.

Acquiring this right-of-way deed does not obligate Oconee County to improve or pave this road at any specific time or date.

*As staked and/or constructed by Oconee County
Together with all singular, the rights, members, hereditaments and appurtenances thereunto belonging, or in any wise incident or appertaining. It is agreed that buildings, fences, signs or other obstructions will not be erected by me (or us), my heirs, assigns, or administrators within the limits of the right-of-way herein conveyed.

TO HAVE AND TO HOLD, all singular, the said right-of-way and the rights hereinbefore granted unto the said Oconee County, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand...seal...this 27th day of March in the year of our Lord, One Thousand, Nine Hundred and 1975.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Wayne P. Todd Wayne P. Todd
Liberty M. Hancock _____
Signature

THE STATE OF SOUTH CAROLINA, COUNTY OF OCONEE:
Personally appeared Mary T Todd and made oath that
she saw the within named Wayne Perrin Todd
print or type name
sign, seal and as his act and deed, deliver the within written Deed; and that with
Gerty M Hawk witnessed the execution thereof.

Sworn to before me this 27th day of MARCH A.D. 1975.
Liberty M Hancock (U.S.)
Notary Public for S.C. Witness sign here

My Commission Expires: March 31, 1977

FILED FOR RECORD
OCONEE COUNTY
MAR 31 10 57 AM '75
953
3/31/75

ATTACHMENT 2- PROPERTY DEED

308

12-9 Pg 308

State of South Carolina,
County of Oconee.

DEED TO REAL ESTATE

Know All Men by These Presents, the ss. John H.
Todd and Alice Perrin Todd,

In the form aforesaid, for and in consideration of the sum of \$3.00 love and affection that we
bear for our son

to us and by Wynon Perrin Todd
in the form aforesaid the parties aforesaid to hereby acknowledged, have granted, conveyed, sold and released, and by these
present do grant, convey, and release unto the said Wynon Perrin Todd, his heirs and assigns
forever, the following described property, to wit:

All that certain piece, parcel or tract of land situate, lying
and being in Picket Post School District and Oconee Station School
District, Oconee County, South Carolina, being known and designated
as Tract 15, containing 23 acres, more or less, bounded now or
formerly on the North by lands of Calhoun, on the East by lands of
Todd, on the South and West by lands of Orr, and having such shape,
contour, courses and distances as described on plat thereof on file
with The Federal Land Bank of Columbia, S. C., and more particularly
with The Land Bank Commissioner, dated March 19, 1914, recorded in Real
Estate Mortgage Book 4-8, page 111, of the public records of Oconee
County, South Carolina.

This being the same tract of land conveyed to the grantors
herein by deed of The Federal Land Bank of Columbia, a Corporation
created and organized under and by virtue of an Act of Congress
of the United States of America entitled "The Federal Farm Loan
Act", being designated as the third tract conveyed in said deed and
recorded in Deed Book 4-8, page 111, records of Oconee County,
South Carolina.

RECORDED
BY G. H. HARRIS
DECEMBER 9 1915
CLERK OF COURT
OCCOON COUNTY, S. C.

TO HAVE AND TO HOLD all and singular, the right, title, benefit, and advantage to the said parties belonging or in respect hereof or opportunity.

TO HAVE AND TO HOLD all and singular the premises herein contained unto the said Wayne Perrin Todd, his heirs and assigns forever.

And we do hereby that ourselves a State, Governor and Administration, and to confirm and forever defend all and singular the said premises unto the said Wayne Perrin Todd, his heirs and assigns forever.

Witness our hands and seals this 10th day of December in the 11th year of our said Governor's then lawful and seventy-sixth and to the next lawful first year of the sovereignty and independence of the United States of America.

STATE OF SOUTH CAROLINA, Florida
COUNTY OF OCEAN, Brevard

Personally appeared before me John McStrackan and with such aids to see the within named John H. Todd and Alice Perrin Todd sign, and seal in their own and their said aids, the said within deed for the use and purpose therein mentioned, and that the said Rubyo BROWN witnessed the execution thereof, from to before me this 10th day of December 1976.

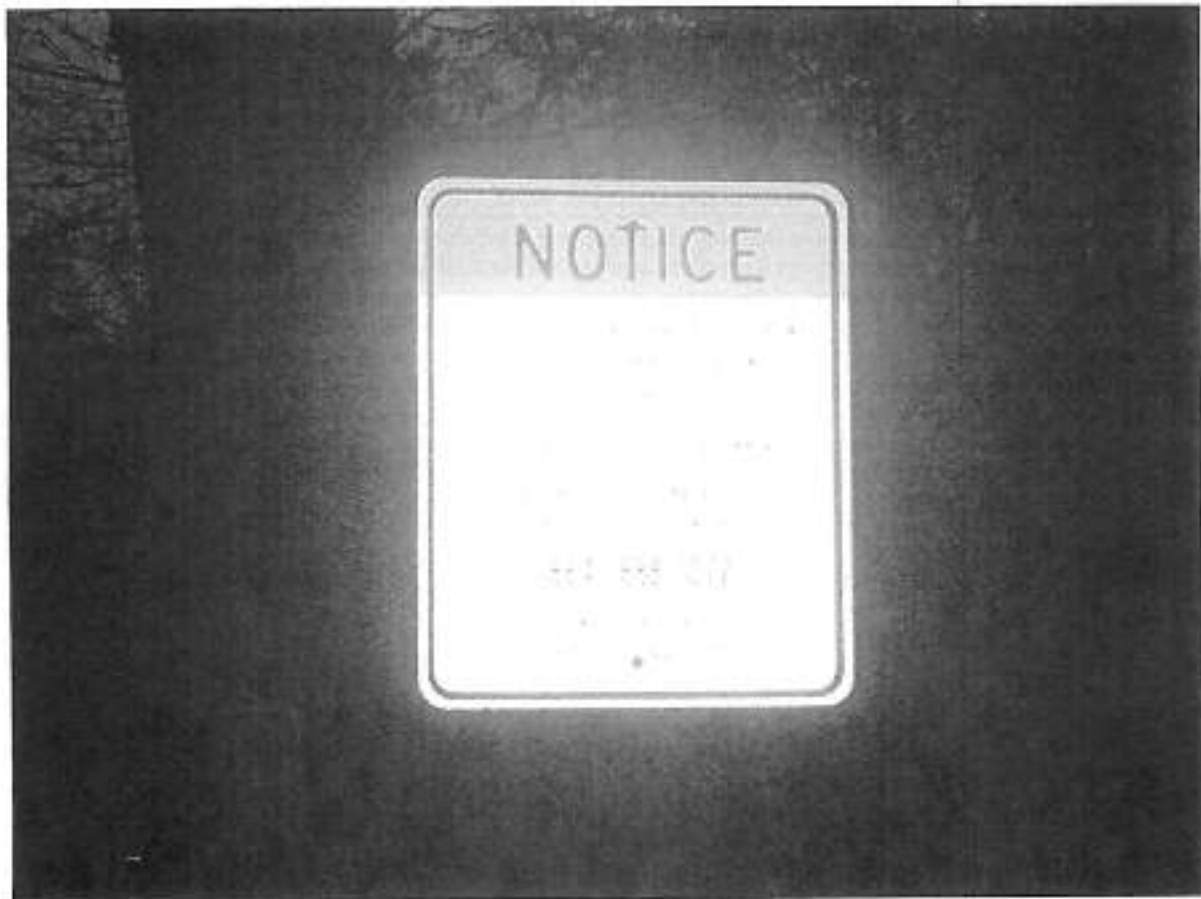
Notary Public in and for the State of South Carolina, My Commission expires 12/31/78
STATE OF SOUTH CAROLINA, Florida
COUNTY OF OCEAN, Brevard

- (1) John H. Todd (G)
(2) Alice Perrin Todd (G)
(3) Rubyo Brown (G)
(4) (G)

Witness my hand and seal this 10th day of December 1976.
Notary Public in and for the State of South Carolina, My Commission expires 12/31/78

Given under my hand and seal, this 10th day of December 1976.
Alice Perrin Todd

ATTACHMENT 3- ROAD SIGN



ATTACHMENT 4- TODD FAMILY
REQUEST

From: Martha Sloan [mailto:bluedevilsco@gmail.com]
Sent: Monday, April 13, 2015 10:39 PM
To: Council District 2; Council District 4
Cc: Mack Kelly; Tony Bright
Subject: Potential partial road abandonment in Oconee County

Dear Councilman McCall and Councilman Thrift:

I am sending this email by recommendation of Mr. John Little. My name is Martha Todd Sloan and my siblings and I own property in Oconee County off Todd Bridge Road. Todd Bridge Road is currently maintained by the county and has been for some time. I don't know whether you are familiar with this particular road but it is gravel and is a dead end. Four dwellings are accessed by this road, three of them on property owned by us. One of those three houses we use and at one time, we rented the other two homes so it was helpful to have the county maintain the road and it was necessary that it stay open. In recent years, we have gotten out of the rental business so now, the road ultimately leads to property owned by us and dead ends there. With the absence of renters, trespassing has greatly increased along the lowest section of the road. Within the last 12-15 months, we have had to call the Sheriff's department out there once to investigate what looked like squatters using one of the homes. The deputy sent to investigate told my sister-in-law that he couldn't be sure exactly what the intruders were doing in the house but he could not rule out drug-related activities. The hunt club who leases the land from us has captured pictures on their wildlife cameras of poachers on the land. On a separate occasion, a forester Mr. Little sent out to check on some trees caught a gentleman red-handed trying to gain access to the land; the only thing keeping him off of it was the gate we had erected to try to combat this rise in trespassing. He was very frustrated and claimed that he knew the property owners of the land on the right-hand side of the road and had permission to hunt that land and had done so for years. Mr. Little's representative explained to him that from that point on, all the land on both sides of the road was owned by the Todd Family and that once anyone strayed off the road, they were trespassing. At this, the gentleman got back in his vehicle and left.

It is for these reasons that we would like to request that the county abandon the maintenance of the lower portion of the road, from the point where we have currently placed the gate (I believe Mr. Mack Kelly is familiar with the exact spot). From that point on, no one can gain access to anything but our land and to do so would be trespassing. Obviously, abandonment of this portion of the road would benefit us, but I believe this move would be beneficial to the county as well. No longer grading, scraping and graveling that portion would translate into a financial savings to you and closure of that portion of the road would cut down on the potential for continued illegal trespass on privately owned land.

Thank you for your consideration in this matter. If you have any further questions, please feel free to contact our forester, Mr. John Little at [\(864\) 903-5430](tel:8649035430) or our hunt club manager, Tony Bright at [\(864\) 903-3443](tel:8649033443). You may also contact me at [\(828\) 216-0488](tel:8282160488).

Sincerely,

Martha Todd Sloan

**ATTACHMENT 5- COUNTY
ORDINANCE**

Sec. 26-9. Road closure and abandonment.

(a)

Prior to any request for abandonment and closure of an Oconee County public road being brought before county council, county staff, including, without limitation, the Oconee County Roads and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the road in question is, or ever has been, a county road; whether the road still is a county road; whether the road is still in general public use or has been practically abandoned; whether the county has any documentation relating to the status of the road, such as a dedication of right-of-way or easement, or a deed, or whether such road was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist county council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the road in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Roads and Bridges Department will post, adjacent to the road in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the road, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.

(b)

Following the investigation referred to in paragraph 1, supra, county staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to county council for its use and final determination whether the county will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of county staff and the transportation committee.

(c)

County council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting by and through county council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by resolution of county council, if such decision be positive.

(d)

If county council consents to the abandonment and closure of a county public road, as addressed herein, the resolution of county council consenting to such abandonment and closure shall state, with particularity, the road, or section thereof, to be closed; the basis for county council's decision to consent to the abandonment and closure of the road; and the absolute requirement that, prior to the road, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the county, itself, is the party requesting the road closure, in which case the county will be the primary party in interest to comply with this section) shall fully comply with all applicable law, including, without limitation, S.C. Code 1976, § 57-9-10, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the county council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

(Ord. No. 2010-28, §§ 1—5, 10-19-2010)

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2015-10

**A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTAIN
RIGHT-OF-WAY FROM THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION; AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), is organized and governed according to and pursuant to the Constitution and general laws of the State, and has as its governing body the Oconee County Council (the “County Council”); and,

WHEREAS, the South Carolina Department of Transportation (the “SCDOT”) previously determined that congestion along Blue Ridge Boulevard (SC Highway 28) and Sandifer Boulevard (US Highway 123) could be reduced by extending, widening, improving adjoining road intersections, and improving the vertical and horizontal alignments along a public roadway (S-37-402) that is controlled and maintained by the State, commonly known as Sheep Farm Road (the “Road”); and,

WHEREAS, to facilitate the extending, widening, improving adjoining road intersections, and improving the vertical and horizontal alignments along the Road, the SCDOT acquired certain rights-of-way that includes areas along County maintained roadways; and,

WHEREAS, in addition to rights-of-way that have already been transferred by SCDOT to Oconee County for the Road project, the SCDOT desires to transfer another certain right-of-way that borders a County maintained roadway known as Brook Lane (the “County Road Right-of-Way”) to the County for County control and maintenance; and,

WHEREAS, pursuant to Section 57-17-20 of the South Carolina Code of Laws, 1976, as amended, the County may obtain rights-of-way for public roads by gift, purchase, or condemnation; and,

WHEREAS, in accordance with the above referenced authority, the County, acting by and through its County Council, desires to accept the County Road Right-of-Way from the SCDOT for its control and maintenance, which is more specifically shown on Exhibit A, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that:

1. It is the specific intent of the County Council to enact this Resolution in accordance with, and empowered by, the Constitution and general laws of the State and the Oconee County Code of Ordinances.

2. The County, acting by and through its County Council, hereby accepts the County Road Right-of-Way from the SCDOT for County control and maintenance.
3. The Chairman of the County Council and the County Administrator are hereby authorized and directed to do any and all further acts and actions necessary to implement and carry out the terms and provisions of this Resolution, so long as such acts are reasonably related to the contents and terms of this Resolution.
4. Should any portion of this Resolution be deemed unconstitutional or otherwise enforceable by any court of competent jurisdiction, such determination should not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.
5. All orders, resolutions and enactments of the County Council inconsistent herewith are to the extent of such inconsistency only, hereby revoked and rescinded.
6. This Resolution shall take effect and be in full force and effect after enactment by the County Council.

RESOLVED this 19th day of May, 2015, in meeting duly assembled.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Wayne McCall, Chairman of County Council
Oconee County, South Carolina

ATTEST:

Elizabeth G. Hulse, Clerk to County Council
Oconee County, South Carolina

Exhibit A to Resolution R2015-10

**BASIS FOR REMOVAL
(TO BE COMPLETED BY SCDOT)**

CHECK ONE OF THE (3) THREE OPTIONS BELOW AND COMPLETE:

1. **ABANDONMENT OF SECTION OF RELOCATED HIGHWAY**

2. **DELETION AND REMOVAL OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)**

ROADS TO BE ADDED IN SWAP OF MILES:

<u>ROADS NUMBER</u>	<u>ROAD MILEAGE</u>	<u>AVERAGE DAILY TRAFFIC (ADT)</u>	<u>NUMBER OF LANES</u>	<u>TRAFFIC IMPORTANCE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

ROADS TO BE DELETED IN SWAP OF MILES:

<u>ROADS NUMBER</u>	<u>ROAD MILEAGE</u>	<u>AVERAGE DAILY TRAFFIC (ADT)</u>	<u>NUMBER OF LANES</u>	<u>TRAFFIC IMPORTANCE</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NOTE: ROADS TO BE ADDED MUST BE OF HIGHER TRAFFIC IMPORTANCE THAN ROADS TO BE DELETED AS DETERMINED BY THE CALCULATIONS ABOVE.

3. **ABANDONMENT OF RIGHT-OF-WAY - (REMOVAL OF ROADS FROM STATE HWY. SYSTEM ONLY)**

DETERMINATION OF RIGHT-OF-WAY NEED (CHECK APPROPRIATE BOX(ES) BELOW)

YES NO

- PROPERTY IS REQUIRED FOR SCDOT RIGHT-OF-WAY.
- PROPERTY IS REQUIRED FOR DEPARTMENT PURPOSES.
- ABANDONMENT IS IN THE INTEREST OF THE PUBLIC AND SCDOT.
- ABANDONMENT ADVERSELY AFFECTS THE INDIVIDUAL RIGHTS OF OTHERS.

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS:

ADDITIONAL COMMENTS: _____

A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS SHOWN, IF PLANS ARE AVAILABLE.

REQUEST SUBMITTED BY: Stephanie Amell; District Construction Engineer DATE: / /

CONCURRENCE BY: Steven W. Gwinn, District Engineering Administrator DATE: / /

FOR PRIMARY ROUTES ONLY:

APPROVAL BY: _____ DATE: / /

DIRECTOR OF TRAFFIC ENGINEERING

**REQUEST FOR REMOVAL
FROM STATE HIGHWAY SYSTEM
(REVISED 09/2012)**

DESCRIPTION OF SECTION OF ROAD TO BE REMOVED

COUNTY: Oconee ROAD NUMBER: _____ ROAD NAME: Brook Lane
LENGTH TO BE REMOVED: _____ MILES
BEGINNING POINT: Approx. 42.5' NE of Sheep Farm Road ENDING POINT: Approx 194' NE of Sheep Farm Road

DESCRIPTION: (PLEASE ATTACH LOCATION)

See attached drawing. Right of way to be abandoned is highlighted

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY BY OTHER ENTITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF

Oconee County

(INSERT COUNTY / CITY / SCHOOL DISTRICT NAME)

PLEASE NOTE THAT IF THE ENTITY ABOVE SHALL CEASE TO UTILIZE THIS PROPERTY FOR PUBLIC PURPOSES, THEN THE PROPERTY SHALL REVERT TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, WHO WILL HAVE THE RIGHT TO RE-ENTER AND TAKE POSSESSION OF THE PROPERTY FREE OF ALL RESTRICTIONS AND RESTRAINTS.

COUNTY / CITY / SCHOOL DISTRICT OFFICIAL

NAME: T. Scott Moulder
PLEASE TYPE OR PRINT
TITLE: County Administrator
PLEASE TYPE OR PRINT
SIGNED: _____ DATE: //

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF TRAFFIC ENGINEERING
955 PARK STREET - ROOM 501, P.O. BOX 191
COLUMBIA, S.C. 29202

PROCUREMENT - AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 19, 2015

ITEM TITLE:

Procurement #: ITB 14-18 Title: New Stub Taxiway for OC Regional Airport Department: Airport Amount: \$637,149.59

FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year _____ budget process.

Budget: \$ 637,149.59 Capital Project Fund will be used for this project. Federal Funds 90%

Project Cost: \$ 637,149.59 State Funds 5%

Balance: \$ 0.00 County Funds 5%

Finance Approval: Sadale Price 5/6/15 Grant Approval: _____

BACKGROUND DESCRIPTION:

This construction contract consists of furnishing all labor, materials and equipment for the new "Stub" Taxiway A-2, Airfield Re-designation, Signage and Striping for the Oconee County Regional Airport. Currently, landing aircraft have to continue the length of the runway to get to the taxiway leading to the ramp. This means the runway is un-usable during peak periods, until traffic clears and aircraft burn additional fuel. It would be more time and fuel efficient and safer to allow aircraft to exit the runway quicker and easier by the development of a mid-field "stub" taxiway.

On April 30, 2015, formal sealed bids were opened. Thirty seven bidders were notified of this bid opportunity and there were seventeen plan holders. Two bids were received with Rifenburg Construction, Inc., of Zebulon, North Carolina, submitting the low bid in the amount of \$579,226.90. A 10% contingency has been added to this amount for a total award amount of \$637,149.50.

SPECIAL CONSIDERATIONS OR CONCERNS:

This project is funded by the FAA through a grant. The FAA will pay 90% (\$521,304.22) of the actual construction costs; the state will pay 5% (\$28,961.34); and the County will pay 5% (\$28,961.34). W. K. Dickson will assist the County with submitting the grant application to request funding for this construction. This grant application could not be submitted until the actual construction costs were known. The contractor, Rifenburg Construction, is expected to begin construction in early July after grant funding is approved.

ATTACHMENT(S):

1. Recommendation letter from W. K. Dickson
2. Official Bid Tab from W. K. Dickson

STAFF RECOMMENDATION :

It is the staff's recommendation that Council approve the award of bid ITB 14-18 to Rifenburg Construction, Inc., of Zebulon, NC, in the amount of \$579,226.90, with a 10% contingency of \$57,922.69 for a total award of \$637,149.59, and authorize the County Administrator to approve any Change Orders within the contingency amount.

Submitted or Prepared By: Robyn Courtright
Robyn Courtright, Procurement Director

Approved for Submittal to Council: T. Scott Moulder
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

BID TABULATION

Onance County Regional Airport - New Taxiway A-2, Airfield Redesignation and Signage and Striping
Thursday, April 30, 2015

Item #	Description	Qty	Unit	Rafenburg		Triangle	
				Unit Price	Extended Total	Unit Price	Extended Total
1 - M-101-1	Mortarization	1	LS	\$200,000.00	\$200,000.00	\$345,958.97	\$345,958.97
2 - P-111-1	Full Depth Pavement Removal	90	SY	\$21.00	\$1,890.00	\$60.00	\$5,400.00
3 - P-151-1	Select Tree Removal	3	EA	\$700.00	\$2,100.00	\$1,153.00	\$3,459.00
4 - P-151-2	Clearing and Grubbing	1	AC	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00
5 - P-152-1	Unstable Excavation	1,000	CY	\$2.00	\$2,000.00	\$29.00	\$29,000.00
6 - P-152-2	Unclassified Excavation	300	CY	\$5.00	\$1,500.00	\$5.00	\$1,500.00
7 - P-152-3	Select Fill	4,155	CY	\$1.00	\$4,155.00	\$23.00	\$95,565.00
8 - P-156-1	Temporary 8" Diameter Compust Filter Sock	1,600	LF	\$6.00	\$9,600.00	\$11.00	\$17,600.00
9 - P-156-2	Temporary Inlet Protection (Type A)	7	EA	\$400.00	\$2,800.00	\$325.00	\$2,275.00
10 - P-156-3	Temporary Filter Sock Sediment Trap	2	EA	\$600.00	\$1,200.00	\$355.00	\$710.00
11 - P-206-1	Crushed Aggregate Base Course (11.5")	1,077	CY	\$51.00	\$55,277.00	\$58.00	\$59,566.00
12 - P-401-1	Bimaterial Surface Course (6")	275	CY	\$247.00	\$67,925.00	\$140.00	\$38,500.00
13 - P-605-1	Bimaterial Prime Coat @ 0.50 gal/sy	975	U/GAL	\$5.00	\$4,875.00	\$9.00	\$8,775.00
14 - P-605-1	Bimaterial Tack Coat @ 0.1 gal/sy	245	U/GAL	\$7.00	\$1,715.00	\$10.00	\$2,450.00
15 - P-620-1	Pavement Marking Removal	11,875	SF	\$1.00	\$11,875.00	\$1.20	\$14,250.00
16 - P-620-2	Permanent ReflectORIZED Pavement Marking (Yellow)	5,164	SF	\$1.15	\$5,938.60	\$1.25	\$6,455.00
17 - P-620-3	Permanent ReflectORIZED Pavement Marking (White)	350	SF	\$2.00	\$700.00	\$1.25	\$440.00
18 - P-620-4	Permanent Pavement Marking (Black)	9,853	SF	\$0.80	\$7,882.40	\$1.00	\$9,853.00
19 - D-705-1	6" Perforated CPP Underdrain, Complete	880	LF	\$25.00	\$22,000.00	\$20.00	\$17,600.00
20 - P-T-300	Permanent Grassing Compost Blanket (1")	6	AC	\$14,450.00	\$86,700.00	\$14,500.00	\$87,000.00
21 - L-108-1	Trenching for Direct-Buried Cable	2,600	LF	\$2.00	\$5,200.00	\$2.20	\$5,720.00
22 - L-108-2	Race Counterpoise Wire, installed in Trench, Box Bunk or Conduit, including Ground Rods & Ground Connectors	1,950	LF	\$2.00	\$3,900.00	\$1.40	\$2,730.00
23 - L-108-3	No. 8 AWG L-824C Cable, installed in Trench, Duct or Conduit	2,600	LF	\$1.20	\$3,120.00	\$1.25	\$3,250.00
24 - L-110-1	2-way 5" Schedule 40 PVC Conduit	145	LF	\$39.00	\$5,655.00	\$45.00	\$6,525.00
25 - L-125-1	L-851T Remove & Relocate Stake Mounted Medium Intensity Taxiway Edge Light	9	EA	\$454.00	\$4,086.00	\$500.00	\$4,500.00
26 - L-125-2	L-851T New Base Mounted Medium Intensity Taxiway Edge Light	1	EA	\$759.00	\$759.00	\$825.00	\$825.00
27 - L-125-3	L-851T New Stake Mounted Medium Intensity Taxiway Edge Light	13	EA	\$629.00	\$8,177.00	\$575.00	\$7,475.00
28 - L-125-4	Guidance Sign, L-858, Two Module (complete)	10	EA	\$3,380.00	\$33,800.00	\$3,500.00	\$35,000.00
29 - L-125-5	Guidance Sign, L-858, Three Module (complete)	1	EA	\$4,600.00	\$4,600.00	\$5,000.00	\$5,000.00
30 - L-125-6	Replacement Face, Size 2, 1 Module (Complete)	10	EA	\$520.00	\$5,200.00	\$550.00	\$5,500.00
31 - L-125-7	Replacement Face, Size 2, 2 Module (Complete)	5	EA	\$910.00	\$4,550.00	\$920.00	\$4,600.00
32 - L-125-8	Blank Panel, Size 2, 2 Module	5	EA	\$400.00	\$2,000.00	\$420.00	\$2,100.00
TOTAL BID					\$579,226.00		\$883,096.77

I hereby certify that this tabulation is true and correct to the best of my knowledge.

By: 
 Kenneth C. Hawk, Jr., PE - Project Manager



May 5, 2015

Ms. Robyn Courtright, Procurement Director
415 South Pine Street
Walhalla, SC 29691

**RE: Oconee County Regional Airport (CEU)
New Taxiway A-2, Airfield Redesignation and Signage and Striping
WKD Job No. 20140115.00.CA**

Dear Ms. Courtright:

Construction bids for the referenced project were received on April 30, 2014 at 2:00 PM. Two (2) bids were received and read aloud. An itemized tabulation of the bids submitted is enclosed for your review and information.

We have reviewed the bids submitted, the original proposal documents, and the bid tabulation enclosed herein. Based on our review, we recommend that Oconee County award the project to Rifenburg Construction, Inc., of Zebulon, North Carolina with a bid price in the amount of \$579,226.90.

We recommend the award to Rifenburg Construction, Inc., subject to their ability to provide all required bonding and other assurances as required in the specifications. We also recommend this award subject to the availability of federal and state funding assistance. A grant application for both the FAA and SCAC future grants will be transmitted under separate cover.

Please feel free to carefully examine these documents and to contact us if you have any questions.

Sincerely,

W. K. Dickson & Co., Inc.



Kenneth C. Hawk Jr., PE
Senior Project Manager

Enclosures

cc: Anna Lynch, PE - FAA
James Stephens - SCAC

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**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 19, 2015
COUNCIL MEETING TIME: 6:00 PM**

ITEM TITLE OR DESCRIPTION:

Emergency request for Local ATAX expenditure for up to \$30,000 for Oconee Heritage Center HVAC. This request was approved and recommended by the PRT Commission on 5/14/15.

BACKGROUND OR HISTORY:

A portion of Local and State ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. All ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission and approved by County Council. All ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete.

SPECIAL CONSIDERATIONS OR CONCERNS:

Oconee Heritage Center has experienced a complete failure in their HVAC operations. Two units lost compressors at some point in the past requiring the other three units to cover the load, which resulted in the loss of two other units. This emergency expenditure, along with their donations will replace the HVAC units as well as provide for a re-design on the duct work that is causing some pressure issues.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]
If no, explain briefly: NO-ATAX grants

STAFF RECOMMENDATION:

Approval of ATAX grant request as recommended by the PRT Commission!

FINANCIAL IMPACT:

Local ATAX balance = \$198,276

If emergency request approved, new balance will be:

Local ATAX = \$168,276

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: See attached spreadsheet!

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official

Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



NOTES

BUDGET, FINANCE & ADMINISTRATION COMMITTEE COUNCIL CHAMBERS, OCONEE ADMINISTRATIVE OFFICES, WALHALLA, SC May 12, 2015

Council Discussion regarding FY2015-2016 Operating Budget

Ms. Cammick addressed the Committee utilizing a PowerPoint presentation entitled "Budget Considerations" [copy filed with these minutes] highlighting the following:

- Issues if we cannot raise money
 - No millage increase
 - No new taxes
 - No expectation that Local Government Fund [LGF] will be fully funded
 - New Detention Center officers
- Need to cut spending / Areas to consider
 - Travel that doesn't generate revenue
 - Staff Development Budgets
 - Food Budgets
 - Paper/printing cost reductions
 - Shared services with School District of Oconee County [SDOC] for vehicle maintenance and procurement
- Special Considerations
 - Tri County Technical College [TCTC] Campus
 - Impasse with Oconee Joint Regional Sewer Authority [OJRSA]
 - Real Estate

Ms. Cammick opened the floor to other committee members to address questions, concerns or to make recommendations. The committee discussed issues related to the following issues:

- TCTC Campus
 - Need to have formal agreement with TCTC prior to purchasing land for an Oconee County campus
- OJRSA
 - Mr. Moulder has had meeting with the new OJRSA attorney [Mr. Larry Brandt] and talks are ongoing to remedy the annual \$610,000 payments that the County has been holding
 - Councils wish to partner with the OJRSA and to have a seat at the table when decisions being made regarding sewer in the unincorporated areas of the county.
- Oconee County Detention Center Staff
- Community Development Professional Services Line Item
 - Initial request included \$250,000 for the Great Outdoor Initiative; Mr. Moulder recommended funding for only \$10,000 for the overlay design
- Convention Visitor's Bureau [CVB] Staff
 - Discussion if CVB staff should be county employees
 - Accommodation Tax [ATAX] funding current and projected for CVB staff and operations
- Professional Services Line Item
 - Discussed varied uses for this line item in departmental budgets
- Combining SDOC and County Vehicle Maintenance & Procurement
- Request for Administrator/Finance to include in future budget documents the number of staff in each individual department as part of the information provided along with salary information
- Future Goals/Objectives to include a permanent home for the Heritage Fair and sewer expansion to Exits #1, #2 and #4 on Highway 85

Mr. Moulder requested specific direction from the Committee regarding changes/additions and/or deletions from the budget document. No motions were made to amend the document at this meeting.

The next Budget, Finance & Administration Committee meeting will be held on **Tuesday, May 26, 2015 at 6:00 p.m.**



.....LEGAL AD.....

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T. Scott Maulder
Administrator

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thuse@oconeesc.com

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Chairman

Reginald T. Dexter
District V

The Oconee County Council will hold a Public Hearing for Ordinance 2015-06 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THIS MATTER; AND OTHER MATTERS RELATING THERETO" on Tuesday, May 19, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.



PUBLISHER'S AFFIDAVIT

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

OCONEE COUNTY COUNCIL

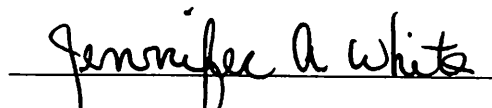
IN RE: OCC Public Hearings for Ordinance 2015-06

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 05/07/2015 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
05/07/2015



Jennifer A. White
Notary Public
State of South Carolina
My Commission Expires July 1, 2024

JENNIFER A. WHITE
NOTARY PUBLIC
State of South Carolina
My Commission Expires July 1, 2024

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128 acres. This area includes the immediate site on which the poultry houses will be built as well as the total area surrounding the poultry houses within 1325 feet in all directions. FSA is soliciting comments regarding the potential environmental impacts of this proposed action on the quality of the human environment within the project's area of impact. Please provide any written comments regarding potential environmental impacts of the proposed project within fifteen (15) days of the date this notification is published. The comments should be directed to Robert Paris, Farm Loan Manager, FSA Spartanburg County Office, 100 Corporate Drive, Suite G, Spartanburg, SC, 29303, 864-814-2471 Ext. 109. FSA will make no further decision regarding the proposed action during this fifteen-day period.

The Oconee County Council will hold a Public Hearing for Ordinance 2015-06 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTH-EAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA,

LEGAL NOTICES

LEGALS

1576, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THIS MATTER, AND OTHER MATTERS RELATING THERETO" on Tuesday, May 19, 2015 at 9:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

Ap 23-Oct. 22): Make personal and indulge in events and activities to show off your skills, finesse and love. Love is in the stars and can change to the way you personally. Be honest regarding

t. 23-Nov. 21): Do whatever it takes the adjustments necessary to your ability to learn quickly an unexpected opportunity. Approach to whatever you do and approval.

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Beth Hulse

From: Beth Hulse
Sent: Wednesday, May 06, 2015 9:09 AM
To: Beth Hulse; classadmgr@upstatetoday.com
Subject: 2015-06 - PH 5-19-15
Attachments: 050615 - PH 2015-06 5-19-15.doc

Please run at your earliest convenience.
Thanks.

Elizabeth G. Hulse, CCC
Clerk to Council
Oconee County Administrative Offices
415 South Pine Street
Walhalla, SC 29691
864-718-1023
864-718-1024 [fax]
bhulse@oconeesc.com
www.oconeesc.com/council

Beth Hulse

From: Beth Hulse
Sent: Wednesday, May 06, 2015 9:15 AM
To: Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Steven Bradley (sbradley@upstatetoday.com); Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News
Subject: Public Hearing: 2015-06

The Oconee County Council will hold a Public Hearing for Ordinance 2015-06 "AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA (THE "COUNTY") AND CASTO SOUTHEAST REALTY SERVICES, LLC OR ITS ASSIGNEE (THE "COMPANY") INCLUDING AN INFRASTRUCTURE IMPROVEMENT CREDIT RELATING TO THE FEES IN LIEU OF TAXES THEREUNDER PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED AND THE PLACEMENT OF RELATED PROPERTY IN A MULTICOUNTY INDUSTRIAL BUSINESS DEVELOPMENT PARK ESTABLISHED BY THE COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THIS MATTER; AND OTHER MATTERS RELATING THERETO" on Tuesday, May 19, 2015 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415. S. Pine Street, Walhalla, SC.

Elizabeth G. Hulse, CCC

Clerk to Council

Oconee County Administrative Offices

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